(24,423)

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1914.

No. 679.

OREGON & CALIFORNIA RAILROAD COMPANY ET AL.

vs.

THE UNITED STATES.

ON A CERTIFICATE FROM AND WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE NINTH CIRCUIT.

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JUDD & DETWEILER (INC.), PRINTERS, WASHINGTON, D. C., MARCH 10, 1915.

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No. 2400

United States Circuit Court of Appeals

Ninth Circuit

Appeal from the District Court of the United States for the District of Oregon

OREGON & CALIFORNIA RAILROAD COMPANY, A Corporation, *et al.*,
Defendants and Appellants

JOHN L. SNYDER, *et al.*,
Cross-Complainants and Appellants

WILLIAM F. SLAUGHTER, *et al.*,
Intervenors and Appellants

vs.

THE UNITED STATES OF AMERICA
Appellee

TRANSCRIPT OF RECORD

IN SEVENTEEN VOLUMES

VOLUME I

PAGES 1 TO

LODGE

TITLE

NAMES AND ADDRESSES OF SOLICITORS UPON THIS APPEAL

For Appellants
OREGON & CALIFORNIA R. R. CO., et al.:

WM. F. HERRIN,
P. F. DUNNE,
J. E. FENTON,
San Francisco, Cal.

WM. D. FENTON,
Portland, Oregon.

For Appellant—UNION TRUST COMPANY,
DOLPH, MALLORY, SIMON & GEARIN,
Portland, Oregon.
MILLER, KING, LANE & TRAFFORD, and
JOHN C. SPOONER,
New York.

For Appellants—JNO. L. SNYDER, *et al.*:
A. W. LAFFERTY,
Portland, Oregon.

For Appellants—WM. F. SLAUGHTER, *et al.*:
L. C. GARRIGUS,
A. W. LAFFERTY,
MOULTON & SCHWARTZ,
Portland, Oregon.

DAY & BREWER,
Seattle, Wash.

A. C. WOODCOCK,
Eugene, Oregon.

For Appellee:

JAMES C. McREYNOLDS,
Attorney General.

CLARENCE L. REAMES,
U. S. Dist. Attorney for Oregon.

B. D. TOWNSEND,
F. C. RABB,
Special Assistants to the Attorney General.

No._____

United States Circuit Court of Appeals

Ninth Circuit

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Defendants and Appellants

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vs.

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Appellee

—o—

TRANSCRIPT OF RECORD

IN SEVENTEEN VOLUMES

VOLUME I

PAGES 1-540

IN EQUITY No. 3340

Be it remembered, that on the 25th day of May, 1908, there was duly filed in the Circuit Court of the United States for the District of Oregon, a Bill of Complaint, in words and figures as follows, to wit:

APRIL TERM, 1908

[BILL OF COMPLAINT]

In the Circuit Court of the United States

For the District of Oregon

NINTH JUDICIAL CIRCUIT.

UNITED STATES OF AMERICA,

Complainant,

vs.

OREGON AND CALIFORNIA RAILROAD COMPANY, SOUTHERN PACIFIC COMPANY, STEPHEN T. GAGE (individually and as trustee), UNION TRUST COMPANY (individually and as trustee), JOHN L. SNYDER, JULIUS F. PRAHL, ALBERT E. THOMPSON, JAMES BARR, FRED WITTE, W. A. ANDERSON, W. H. ANDERSON, O. M. ANDERSON, F. E. WILLIAMS, PAUL BIRKENFELD, J. H. LEWIS, FRANCIS S. WISER, W. E. AN-

DERSON, ALBERT ARMS, JOSEPH A. MAXWELL, ISAAC McKAY, J. R. PETERSON, D. MacLAFFERTY, EDGAR MacLAFFERTY, V.V. McABOY, GEORGE C. MacLAFFERTY, GEORGE EDGAR MacLAFFERTY, E. L. MacLAFFERTY, B. N. MacLAFFERTY, ENOS M. FLUHRER, F. W. FLOETER, S. SHRYOCK, SIDNEY BEN SMITH, ORRIN J. LAWRENCE, ROBERT G. BALDERREE, OSCAR E. SMITH, EGBERT C. LAKE, C. W. SLOAT, JESSE F. HOLBROOK, A. E. HAUDENSCHIELD, S. H. MONTGOMERY, W. A. NOLAND, JOHN H. HAGGETT, CHARLES W. MEAD, WILLIAM OTTERSTROM, ANGUS MacDONALD, JOHN T. MOAN, JOSEPH D. HADLEY, HENRY C. OTT, FRED L. FREEBING, WILLIAM CAIN, R. T. ALDRICH, JAMES C. O'NEILL, ALEXANDER FAUSKE, FRANCIS WIEST, CORDELIA MICHAEL, JOHN B. WIEST, CYRUS WIEST, JOHN WIEST, THOMAS MANLEY HILL, OTTO NELSON, JASPER L. HEWITT, B. L. PORTER, FRANK WELLS, C. P. WELLS, I. H. INGRAM, L. G. REEVES, W. W. WELLS, F. M. RHOADES, MARVIN MARTIN, and ROY W. MINKLER,

Defendants,

To the Judges of the Circuit Court of the United States for the District of Oregon:

THE UNITED STATES OF AMERICA, by Charles J. Bonaparte, its Attorney General, presents this its Bill of Equity against Oregon and California Railroad Company, a citizen of the State of Oregon, Southern Pacific Company, a citizen of the State of Kentucky, Stephen T. Gage, a citizen of the State of California, and Union Trust Company, a citizen of the State of New York, and John L. Snyder, Julius F. Prahl, Albert E. Thompson, James Barr, Fred Witte, W. A. Anderson, W. H. Anderson, O. M. Anderson, F. E. Williams, Paul Birkenfeld, J. H. Lewis, Francis S. Wiser, W. E. Anderson, Albert Arms, Joseph A. Maxwell, Isaac McKay, J. R. Peterson, D. MacLafferty, Edgar MacLafferty, V. V. McAboy, George C. MacLafferty, George Edgar MacLafferty, E. L. MacLafferty, B. N. MacLafferty, Enos M. Fluhrer, F. W. Floeter, S. Shryock, Sidney Ben Smith, Orrin J. Lawrence, Robert G. Balderree, Oscar E. Smith, Egbert C. Lake, C. W. Sloat, Jesse F. Holbrook, A. E. Haudenschield, S. H. Montgomery, W. A. Noland, John H. Haggett, Charles W. Mead, William Otterstrom, Angus MacDonald, John T. Moan, Joseph D. Hadley, Henry C. Ott, Fred L. Freebing, William Cain, R. T. Aldrich, James C. O'Neill, Alexander Fauske, Francis Wiest, Cordelia Michael, John B. Wiest, Cyrus Wiest, John Wiest, Thomas Manley Hill, Otto Nelson, Jasper L. Hewitt, B. L. Porter, Frank Wells, C. P. Wells, I. H. Ingram, L. G. Reeves, W. W. Wells, F. M. Rhoades, Marvin Martin, all citizens of the State of Oregon, and Roy W.

Minkler, a citizen of the State of Washington.

Thereupon your Orator complains and says:

I.

The defendant Oregon and California Railroad Company, now is, and at all the times hereinafter mentioned as to it was, a corporation organized under the laws of the State of Oregon, and a resident and citizen of said State.

The defendant Southern Pacific Company now is, and at all the times hereinafter mentioned as to it was, a corporation organized under the laws of the State of Kentucky, and a resident and citizen of said last named State.

The defendant Stephen T. Gage is a resident and citizen of the City of San Francisco, in the State of California, and is sued in his own right, and also as sole surviving trustee under a certain deed of trust hereinafter described.

The defendant Union Trust Company now is, and at all the times hereinafter mentioned as to it was, a corporation organized under the laws of the State of New York, and a resident and citizen of said last named State, and is sued in its own right, and also as trustee under a certain mortgage deed hereinafter described.

Each of the defendants John L. Snyder, Julius F. Prahl, Albert E. Thompson, James Barr, Fred Witte, W. A. Anderson, W. H. Anderson, O. M. Anderson, F. E. Williams, Paul Birkenfeld, J. H. Lewis, Francis

S. Wiser, W. E. Anderson, Albert Arms, Joseph A. Maxwell, Isaac McKay, J. R. Peterson, D. MacLafferty, Edgar MacLafferty, V. V. McAboy, George C. MacLafferty, George Edgar MacLafferty, E. L. MacLafferty, B. N. MacLafferty, Enos M. Fluhrer, F. W. Floeter and S. Shryock, is a resident and citizen of the County of Columbia in the State of Oregon.

Each of the defendants Sidney Ben Smith, Orrin J. Lawrence, Robert G. Balderree, Oscar E. Smith, Egbert C. Lake, C. W. Sloat, Jesse F. Holbrook, A. E. Haudenschield, S. H. Montgomery and W. A. Noland, is a resident and citizen of the County of Lane in the State of Oregon.

Each of the defendants John H. Haggett, Charles W. Mead, William Otterstrom, Angus MacDonald, John T. Moan, Joseph D. Hadley, Henry C. Ott, Fred L. Freebing, William Cain, R. T. Aldrich and James C. O'Neill is a resident and citizen of the County of Multnomah in the State of Oregon.

Each of the defendants Alexander Fauske, Francis Wiest, Sordelia Michael, John B. Wiest, Cyrus Wiest, John Wiest, Thomas Manley Hill, Otto Nelson, Jasper L. Hewitt, B. L. Porter and Frank Wells is a resident and citizen of the County of Clackamas in the State of Oregon.

Each of the defendants C. P. Wells, I. H. Ingram, L. G. Reeves and W. W. Wells is a resident and citizen of the County of Polk in the State of Oregon.

The defendant F. M. Rhoades is a resident and

citizen of the County of Douglas in the State of Oregon.

The defendant Marvin Martin is a resident and citizen of the County of Linn in the State of Oregon.

The defendant Roy W. Minkler is a resident and citizen of the County of Clarke in the State of Washington.

Certain of said defendants above named are described otherwise than by Christian name for the reason that the Christian name of each of said defendants is to your Orator unknown.

II.

On or about the twenty-fifth day of July, A. D. 1866, the Congress of the United States passed an Act entitled,

"An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,"

which said Act was approved and became operative upon said twenty-fifth day of July, A. D. 1866, and which said Act is in terms as follows:

"Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled, that the 'California and Oregon Railroad Company,' organized under an act of the State of California, to protect certain parties in and to a railroad survey, 'to connect Portland, in Oregon, with Marysville, in California,' approved April 6, 1863, and such company organized under the laws of Oregon as the Legislature of said state shall hereafter designate, be, and they are hereby, authorized and empowered to lay

out, locate, construct, finish and maintain a railroad and telegraph line between the City of Portland in Oregon, and the Central Pacific Railroad in California, in the manner following, to-wit: The said California and Oregon Railroad Company to construct that part of the said railroad and telegraph within the State of California, beginning at some point (to be selected by said company) on the Central Pacific Railroad in the Sacramento Valley, in the State of California, and running thence northerly, through the Sacramento and Shasta valleys, to the northern boundary of the State of California; and the said Oregon company to construct that part of the said railroad and telegraph line within the State of Oregon, beginning at the City of Portland, in Oregon, and running thence southerly through the Willamette, Umpqua and Rogue River valleys to the southern boundary of Oregon, where the same shall connect with the part aforesaid to be made by the first-named company: *Provided,* That the company completing its respective part of the said railroad and telegraph from either of the termini herein named to the line between California and Oregon before the other company shall have likewise arrived at the same line, shall have the right, and the said company is hereby authorized, to continue in constructing the same beyond the line aforesaid, with the consent of the State in which the unfinished part may lie, upon the terms mentioned in this act, until the said parts shall meet and connect, and the whole line of said railroad and telegraph shall be completed.

SEC. 2. *And be it further enacted,* That there be,

and hereby is, granted to the said companies, their successors and assigns, for the purpose of aiding in the construction of said railroad and telegraph line, and to secure the safe and speedy transportation of the mails, troops, munitions of war, and public stores over the line of said railroad, every alternate section of public land, not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile (ten on each side) of said railroad line; and when any of said alternate sections or parts of sections shall be found to have been granted, sold, reserved, occupied by homestead settlers, pre-empted or otherwise disposed of, other lands, designated as aforesaid, shall be selected by said companies in lieu thereof, under the direction of the Secretary of the Interior, in alternate sections designated by odd numbers as aforesaid, nearest to and not more than ten miles beyond the limits of said first-named alternate sections; and as soon as the said companies, or either of them, shall file in the office of the Secretary of the Interior a map of the survey of said railroad, or any portion thereof, not less than sixty continuous miles from either terminus, the Secretary of the Interior shall withdraw from sale public lands herein granted on each side of said railroad, so far as located and within the limits before specified. The lands herein granted shall be applied to the building of said road within the States, respectively, wherein they are situated. And the sections and parts of sections of land which shall remain in the United States within the limits of the aforesaid grant shall not be sold for less than double the minimum price of public lands when

sold: *Provided,* That bona-fide and actual settlers under the pre-emption laws of the United States may, after due proof of settlement, improvement and occupation, as now provided by law, purchase the same at the price fixed for said lands at the date of such settlement, improvement and occupation: *And provided also,* That settlers under the provisions of the homestead act, who comply with the terms and requirements of said act, shall be entitled, within the limits of said grant, to patents for an amount not exceeding eighty acres of the land so reserved by the United States, anything in this act to the contrary notwithstanding.

SEC. 3. *And be it further enacted,* That the right of way through the public lands be, and the same is hereby granted to said companies for the construction of said railroad and telegraph line; and the right, power and authority are hereby given to said companies to take from the public lands adjacent to the line of said road, earth, stone, timber, water, and other materials for the construction thereof. Said right of way is granted to said railroad to the extent of one hundred feet in width on each side of said railroad where it may pass over the public lands, including all necessary grounds for stations, buildings, workshops, depots, machine-shops, switches, side tracks, turn-tables, water stations, or any other structures required in the construction and operating of said road.

SEC. 4. *And be it further enacted,* That whenever the said companies, or either of them, shall have twenty or more consecutive miles of any portion of said railroad

and telegraph line ready for the service contemplated by this act, the President of the United States shall appoint three commissioners, whose compensation shall be paid by said company, to examine the same, and if it shall appear that twenty consecutive miles of railroad and telegraph shall have been completed and equipped in all respects as required by this act, the said commissioners shall so report under oath to the President of the United States, and thereupon patents shall issue to said companies, or either of them, as the case may be, for the lands hereinbefore granted, to the extent of and coterminous with the completed section of said railroad and telegraph line as aforesaid; and from time to time, whenever twenty or more consecutive miles of the said road and telegraph shall be completed and equipped as aforesaid, patents shall in like manner issue upon the report of the said commissioners, and so on until the entire railroad and telegraph authorized by this act shall have been constructed, and the patents of the lands herein granted shall have been issued.

SEC. 5. *And be it further enacted,* That the grants aforesaid are made upon the condition that the said companies shall keep said railroad and telegraph in repair and use, and shall at all times transport the mails upon said railroad, and transmit despatches by said telegraph line for the government of the United States, when required so to do by any department thereof, and that the government shall at all times have the preference in the use of said railroad and telegraph therefor at fair and reasonable rates of compensation, not to exceed the

rates paid by private parties for the same kind of service. And said railroad shall be and remain a public highway for the use of the government of the United States, free of all toll or other charges upon the transportation of the property or troops of the United States; and the same shall be transported over said road at the cost, charge and expense of the corporations or companies owning or operating the same, when so required by the government of the United States.

SEC. 6. *And be it further enacted,* That the said companies shall file their assent to this act in the Department of the Interior within one year after the passage hereof, and shall complete the first section of twenty miles of said railroad and telegraph within two years, and at least twenty miles in each year thereafter, and the whole on or before the first day of July, one thousand eight hundred and seventy-five; and the said railroad shall be of the same gauge as the 'Central Pacific Railroad' of California, and be connected therewith.

SEC. 7. *And be it further enacted,* That the said companies named in this act are hereby required to operate and use the portions or parts of said railroad and telegraph mentioned in section one of this act for all purposes of transportation, travel and communication, so far as the government and public are concerned, as one connected and continuous line; and in such operation and use to afford and secure to each other equal advantages and facilities as to rates, time and transportation, without any discrimination whatever, on pain of forfeiting the full amount of damage sustained on

account of such discrimination, to be sued for and recovered in any court of the United States, or of any State, of competent jurisdiction.

SEC. 8. *And be it further enacted,* That in case the said companies shall fail to comply with the terms and conditions required, namely, by not filing their assent thereto as provided in section six of this act, or by not completing the same as provided in said section, this act shall be null and void, and all the lands not conveyed by patent to said company or companies, as the case may be, at the date of any such failure, shall revert to the United States. And in case the said road and telegraph line shall not be kept in repair and fit for use, after the same shall have been completed, Congress may pass an act to put the same in repair and use, and may direct the income of said railroad and telegraph line to be thereafter devoted to the United States, to repay all expenditures caused by the default and neglect of said companies or either of them, as the case may be, or may fix pecuniary responsibility, not exceeding the value of the lands granted by this act.

SEC. 9. *And be it further enacted,* That the said 'California and Oregon Railroad Company,' and the said 'Oregon Company' shall be governed by the provisions of the general railroad and telegraph laws of their respective States, as to the construction and management of the said railroad and telegraph line hereinbefore authorized, in all matters not provided for in this act. Wherever the word 'company' or 'companies' is used in this act it shall be construed to embrace the words

'their associates, successors and assigns,' the same as if the words had been inserted, or thereto annexed.

SEC. 10. *And be it further enacted,* That all mineral lands shall be excepted from the operation of this act; but where the same shall contain timber, so much of the timber thereon as shall be required to construct said road over such mineral land is hereby granted to said companies; *Provided,* That the term 'mineral lands' shall not include lands containing coal and iron.

SEC. 11. *And be it further enacted,* That the said companies named in this act shall obtain the consent of the legislatures of their respective States, and be governed by the statutory regulations thereof in all matters pertaining to the right of way, wherever the said road and telegraph line shall not pass over or through the public lands of the United States.

SEC. 12. *And be it further enacted,* That Congress may at any time, having due regard for the rights of said California and Oregon railroad companies, add to, alter, amend, or repeal this act."

Said last described Act of Congress was amended by an Act of Congress approved June twenty-fifth, A. D. 1868, entitled, "An Act to amend an Act entitled 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' " which said amendatory act is in terms as follows:

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress*

assembled, That section six of an act entitled 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' approved July twenty-fifth, eighteen hundred and sixty-six, be so amended as to provide that instead of the times now fixed in said section, the first section of twenty miles of said railroad and telegraph shall be completed within eighteen months from the passage of this act, and at least twenty miles in each two years thereafter, and the whole on or before the first day of July Anno Domini eighteen hundred and eighty."

III.

No right, title or interest in or to any of the grants, franchises or other benefits in the State of Oregon, provided for by said Act of Congress approved July twenty-fifth, A. D, 1866, was ever acquired by any corporation or person, or otherwise, except at the time, in the manner, and upon the terms and conditions as hereinafter set forth.

On or about the sixth day of October, A. D. 1866, certain proceedings were had by which certain persons attempted to organize, under the general incorporation law of the State of Oregon, a corporation bearing the corporate name "Oregon Central Railroad Company," having its principal office at the city of Portland, in said State of Oregon.

Said Oregon Central Railroad Company projected its railroad line from said city of Portland in a westerly direction to the village of Forest Grove, and thence southerly to and beyond the village of McMinnville, on

the *westerly side* of the Willamette River, from which circumstance said company and its line of railroad became known, and therefore will herein be referred to and mentioned, as the "West Side Company" and the "West Side Line" respectively, to distinguish the same from a certain other line of railroad projected at about the same time on the *easterly side* of said river by another railroad company bearing the same corporate name, as hereinafter set forth.

On the tenth day of October, A. D. 1866, the legislature of the State of Oregon adopted a joint resolution, which on the last aforesaid day was approved by the governor of said State, and which is in terms as follows:

"*Whereas,* The Congress of the United States, at its last session, passed an act granting land to aid in the construction of a railroad and telegraph from the Central Pacific Railroad in California, to Portland, Oregon, and made it the duty of the Legislative Assembly of the State of Oregon to designate the company, organized under the laws of Oregon, which shall receive that part of said land grant lying within the State of Oregon; therefore be it

Resolved by the House, the Senate concurring, That the 'Oregon Central Railroad Company,' a company organized under the general incorporation laws of this State, be and the same is hereby designated as the company which shall be entitled to receive the land granted and all the benefits of an Act of Congress approved July 25, 1866, entitled, 'An Act granting land to aid

in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, Oregon,' so far as the said grant applies to the State of Oregon."

Assuming in the premises to have been lawfully designated therefor, said West Side Company, on or about the twenty-fifth day of May, A. D. 1867, through its Board of Directors, adopted a resolution in terms assenting to the provisions of said Act of Congress approved July twenty-fifth, A. D. 1866, and, on or about the sixth day of July, A. D. 1867, filed in the office of the Secretary of the Interior of the United States an authenticated copy of the last aforesaid resolution, together with a certified copy of its articles of incorporation, and a certified copy of the aforesaid joint resolution of the legislature of the State of Oregon; and, on or about the twentieth day of August, A. D. 1868, filed in the last aforesaid office a general map of survey of its projected line of railroad.

In the meantime, and on or about the twenty-second day of April, A, D. 1867, certain persons, residents of the State of Oregon, then and thereafter contending that said West Side Company was never lawfully incorporated or organized, and designing to secure the several grants, franchises and other benefits of said Act of Congress approved July twenty-fifth, A. D. 1866, in that behalf caused certain proceedings to be had intended to organize, under the general incorporation law of the State of Oregon, a corporation bearing the same corporate name, to-wit, "Oregon Central Railroad Com-

pany," having its principal place of business at the city of Salem, in said State of Oregon.

Said last mentioned Oregon Central Railroad Company projected its line of railroad on the easterly side of the Willamette River, and, for the reasons hereinbefore explained, said last mentioned company and its line of railroad became known as the "East Side Company" and the "East Side Line," respectively, and therefore will herein be so referred to and mentioned.

Said East Side Company, in furtherance of its aforesaid design, on the twentieth day of October, A. D. 1868, procured a joint resolution to be adopted by the Legislature of the State of Oregon, and approved by the governor of said State, which said resolution is in terms as follows:

"*Whereas,* The Congress of the United States, by an Act approved July 25, 1866, entitled 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' did grant certain lands in the State of Oregon, and confer certain benefits and privileges upon such company organized under the laws of Oregon as the Legislature of said State should thereafter designate; and

"*Whereas,* The Legislative Assembly of Oregon, at its fourth regular session, did adopt a joint resolution known as 'House Joint Resolution No. 13,' designating in terms the Oregon Central Railroad Company as the company entitled to receive the land granted

by, and all the benefits and privileges of, the said Act of Congress; and

"*Whereas*, At the time of the adoption of the said joint resolution as aforesaid, no such company as the Oregon Central Railroad Company was organized or in existence, and the said joint resolution was adopted under a misapprehension of facts as to the organization and existence of such company; and

"*Whereas*, The designation of the company to receive the lands in the State of Oregon granted, and the benefits and privileges conferred by, the said Act of Congress, yet remains to be made;

"*Be it resolved by the Senate, the House concurring*, That the Oregon Central Railroad Company, a corporation organized at Salem on the twenty-second (22d) day of April, in the year one thousand eight hundred and sixty-seven (1867), under and pursuant to the laws of the State of Oregon, be and the same is hereby designated as the company entitled to receive the lands in Oregon, and the benefits and privileges conferred by the said Act of Congress."

Thereupon a controversy arose between said West Side Company and said East Side Company, as to which of said companies was entitled to the grants, franchises and privileges of said Act of Congress approved July twenty-fifth, A. D. 1866; which controversy continued until on or about the month of January, A. D. 1870, as hereinafter set forth.

Said Act of Congress approved July twenty-fifth,

A. D. 1866, prescribed as a condition precedent to the vesting of any of the grants contained therein, that the company designated by the Legislature of the State of Oregon should, within one year from said twenty-fifth day of July, A. D. 1866, file in the Department of the Interior its assent to said Act and the terms and conditions thereof.

The time within which to file an assent as aforesaid had expired long prior to the designation of said East Side Company by the Legislature of the State of Oregon on October twentieth, A. D. 1868 as aforesaid. Because of the premises, said East Side Company did apply to the Congress of the United States, during the session thereof commencing in the month of December, A. D. 1868, for an extension of the time within which to file its assent as aforesaid; and, in that behalf, did lay before Congress said joint resolution of the Legislature of the State of Oregon last herein described, and did represent that all of the recitals thereof were true, and that because of the premises, the several grants, franchises and privileges of said Act of Congress approved July twenty-fifth, A. D. 1866, had lapsed, and the benefits thereof would be wholly lost to the State of Oregon unless revived by Congress in manner aforesaid.

During the consideration by Congress of said application of said East Side Company, said West Side Company likewise appeared before Congress and opposed said application, and in that behalf contended that the several grants, franchises and privileges of said Act

of Congress approved July twenty-fifth, A. D. 1866, had theretofore become, and then were, vested in said West Side Company.

Thereafter, and by Act of Congress approved April tenth, A. D. 1869, entitled, "An Act to amend an Act entitled, 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon, approved July twenty-five, eighteen hundred and sixty-six," Congress did grant the said application of said East Side Company, but upon the express condition that the lands granted as aforesaid should be sold to actual settlers only, in quantities not greater than one-quarter section to one purchaser, and for a price not exceeding Two Dollars and Fifty Cents per acre.

Said Act of Congress approved April tenth, A. D. 1869, is in terms as follows:

"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section six of an Act entitled 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' approved July twenty-five, eighteen hundred and sixty-six, be, and the same is hereby, amended so as to allow any railroad company heretofore designated by the Legislature of the State of Oregon, in accordance with the first section of said Act, to file its assent to such Act in the Department of the Interior within one year from the date of the passage of this Act; and such filing of its assent, if done

within one year from the passage hereof, shall have the same force and effect to all intents and purposes as if such assent had been filed within one year after the passage of said Act; *Provided,* That nothing herein shall impair any rights heretofore acquired by any railroad company under said Act, nor shall said Act or this amendment be construed to entitle more than one company to a grant of land; *And Provided, Further,* That the lands granted by the Act aforesaid shall be sold to actual settlers only, in quantities not greater than one-quarter section to one purchaser, and for a price not exceeding Two Dollars and Fifty Cents per acre."

On or about the eighth day of June, A. D. 1869, said East Side Company, through its Board of Directors, adopted a resolution in the following terms:

"*Whereas,* The Congress of the United States, on the 25th day of July, 1866, passed an Act entitled 'An Act to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' and

"*Whereas,* Such Act provided that such company thereafter organized under the laws of Oregon, and designated by the Legislature of such State, should be entitled to receive and manage the said grant in Oregon, said Act further requiring that the company so organized and designated should, within one year from the date of its passage, (to-wit: July 25, 1866), file its assent in the Department of the Interior, and

"*Whereas,* No company was designated by such

Legislature within the year within which such an assent was required to be filed, and

"*Whereas,* The Legislature of the State of Oregon did, at its regular session in October, A. D. 1868, pass the following joint resolution, designating this company, (to-wit: 'The Oregon Central Railroad Company' of Salem, Oregon, a company duly incorporated and organized under the laws of the State of Oregon) as the company to take and manage such grant, and receive all the benefits of the same, in the State of Oregon;"

(Quoting in full said joint resolution, and which is hereinbefore set forth).

"*And Whereas,* The Congress of the United States did, in April, A. D. 1869, pass an Act amendatory of the said Act of July 25, 1866, extending the time in which the company designated might file its said assent, which Act was approved by the President of the United States, April 10, 1869, and is entitled 'An Act to amend an Act entitled an Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon, approved July 25th, 1866';

"*Therefore, Resolved,* That this company, the Oregon Central Railroad Company, of Salem, Oregon, incorporated at Salem, Oregon, April 22, 1867, do hereby accept all the provisions, rights, privileges and franchises of said Act of July 25, A. D. 1866, entitled 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in

California, to Portland, in Oregon,' and of all Acts amendatory thereof and upon the conditions therein specified, and do hereby give our assent and the assent of such company thereto, and the Secretary of this company is hereby instructed to prepare a true copy of this resolution, certified to under the seal of the corporation, signed by himself as Secretary, and by the President of this company, and such certified copy transmit to and file the same with and in the office of the Secretary of the Interior at Washington City, D. C."

On or about the thirtieth day of June, A. D. 1869, said East Side Company filed in the office of the Secretary of the Interior of the United States a certified copy of said resolution last herein set forth.

On or about the twenty-ninth day of October, A. D. 1869, said East Side Company filed in the office of the Secretary of the Interior of the United States a map of survey and location of the first sixty miles of its projected line of railroad.

On the twenty-fourth day of December, A. D. 1869, said East Side Company completed the construction of the first twenty miles of its aforesaid line of railroad, commencing at the City of Portland, and on the thirty-first day of December, A. D. 1869, the same was examined and approved by commissioners appointed therefor pursuant to the provisions of section four of said Act of Congress approved July twenty-fifth, A. D. 1866.

Said West Side Company wholly failed to complete the construction of any part of its said line of railroad

pursuant to the terms and conditions of the aforesaid Acts of Congress; and on or about the month of January, A. D. 1870, said West Side Company acquiesced in the aforesaid substitution of said East Side Company as the recipient of the aforesaid grants, privileges and franchises, and abandoned and waived all claim thereto, and in lieu thereof, applied for, obtained and accepted a separate and similar grant of lands, franchises and other benefits, pertaining to its line of railroad projected as aforesaid, by Act of Congress approved May fourth, A. D. 1870, as hereinafter more particularly set forth.

By reason of the premises, no right, title or interest in or to any of the grants, franchises or other benefits of said Act of Congress approved July twenty-fifth, A. D. 1866, was ever acquired by said West Side Company, or by, through or under it; or by said East Side Company, or by, through or under it, except by virtue of, and expressly subject to, all of the terms and conditions of said Act of Congress approved April tenth A. D. 1869.

In the meantime said East Side Company had become involved in litigation questioning the validity of its incorporation and organization and its right to use said corporate name. Because of the premises, the promoters, officers and stockholders of said East Side Company did, on or about the seventeenth day of March, A. D. 1870, organize the defendant *Oregon and California Railroad Company* under the general incorporation law of the State of Oregon. In that behalf certain articles of incorporation were, on said last mentioned date, exe-

cuted in triplicate and filed, one in the ofice of the Secretary of State of the State of Oregon, one in the office of the County Clerk of the County of Multnomah, Oregon, (being the county in which the principal office of said corporation was located), and one in the office of the Secretary of said corporation, at the city of Portland, in said County of Multnomah.

The principal object of said corporation, as stated in its aforesaid articles of incorporation, was to become the successor of said East Side Company, and as such, to receive and exercise the grants, franchises and privileges of said Act of Congress approved July twenty-fifth, A. D. 1866, and the aforesaid Acts amendatory thereof; a copy of which said articles of incorporation is hereto attached marked "Exhibit A" and made a part of this bill.

Pursuant to the premises, on or about the twenty-ninth day of March, A. D. 1870, said East Side Company did execute and deliver to said defendant *Oregon and California Railroad Company* a certain instrument in writing, purporting to assign, transfer and convey to said defendant *Oregon and California Railroad Company* all of the property of said East Side Company, including the right, title and interest of said East Side Company in and to the grants, franchises and other benefits of said Act of Congress approved July twenty-fifth, A. D. 1866, and the aforesaid Acts amendatory thereof, a copy of which said instrument is hereto attached, marked "Exhibit B," and made a part of this bill. Thereafter, and during the months of March and

April, A. D. 1870, said instrument last described was recorded in the office of the County Recorder of the several counties in which was situated any part of the lands granted by said Act of Congress approved July twenty-fifth, A. D. 1866, and the aforesaid Acts amendatory thereof.

The purpose, intent and effect of said last described instrument was and is not to operate as a sale or conveyance of any of the lands granted by the aforesaid Acts of Congress, but to constitute said defendant *Oregon and California Railroad Company* the sucessor of said East Side Company, to construct, complete and equip the line of railroad aforesaid, and, in aid thereof, to receive and exercise the grants, franchises and other benefits in that behalf extended by Congress as aforesaid, and upon all of the terms and conditions aforesaid, and not otherwise.

On said twenty-ninth day of March, A. D. 1870, said East Side Company, by action of its Board of Directors and its stockholders, became and was dissolved and since said last mentioned date, no corporate powers or franchises have ever been exercised by, or in the name of, said East Side Company.

On the fourth day of April, A. D. 1870, the defendant *Oregon and California Railroad Company,* through its Board of Directors, adopted a resolution in terms as follows:

Whereas, This company has purchased and taken an assignment from the Oregon Central Railroad Com-

pany, of Salem, Oregon, incorporated April 22, 1867, of all the railroad franchises and other property of such corporation, including all the right, title, interest and claim, both legal and equitable, absolute and contingent, of such corporation, of, in and to the lands and all other benefits granted to the Oregon Company by an Act of Congress entitled 'An Act to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' approvel July 25, 1866, and amendments thereto, therefore,

Resolved, That this company do accept the grant conferred by such Act of Congress, and all the benefits and emoluments therein or thereof granted, and upon the terms and conditions therein specified, and

Resolved, That the President and Secretary of this company be and they are hereby authorized and directed to file the assent of this company to such Act of Congress and amendments thereto, as aforesaid, in the office of the Secretary of the Interior, which shall be done by filing a copy of these resolutions in such office, certified to under seal of this company, and signed by the President and Secretary respectively.

Resolved Further, That a copy of the deed of assignment from said Oregon Central Railroad Company, certified to by the President and Secretary under the seal of this company, be also filed in such office of the Secretary of the Interior, and accompanying these resolutions."

On or about the twenty-eighth day of April, A. D.

1870, the defendant *Oregon and California Railroad Company* filed in the office of the Secretary of the Interior of the United States an authenticated copy of said last described resolution, and a certified copy of said instrument dated March twenty-ninth, A. D. 1870; and at all times thereafter said defendant *Oregon and California Railroad Company* has assumed and still assumes, to be the successor of said East Side Company and of all of its rights under said Acts of Congress, as aforesaid.

IV.

Having abandoned and waived all claim to the grants, franchises and other benefits of said Act of Congress approved July twenty-fifth, A. D. 1866, as hereinbefore set forth, said West Side Company did importune the Congress of the United States to extend to it, in lieu thereof, a similar grant of lands, franchises and other benefits pertaining to its aforesaid projected line of railroad, known as the "West Side Line;" and thereafter, by an Act entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," approved May fourth, A. D. 1870, Congress in that behalf provided as follows:

"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That for the purpose of aiding in the construction of a railroad and telegraph line from Portland to Astoria, and from a suitable point of junction near Forest Grove to the Yamhill river, near McMinnville, in the State of Oregon, there is hereby granted

to the Oregon Central Railroad Company, now engaged in constructing the said road, and to their successors and assigns, the right of way through the public lands of the width of one hundred feet on each side of said road, and the right to take from the adjacent public lands materials for constructing said road, and also the necesary lands for depots, stations, side tracks, and other needful uses in operating the road, not exceeding forty acres at any one place; and also, each alternate section of the public lands, not mineral, excepting coal or iron lands, designated by odd numbers nearest to said road, to the amount of ten such alternate sections per mile, on each side thereof, not otherwise disposed of or reserved or held by valid pre-emption or homestead right at the time of the passage of this Act. And in case the quantity of ten full sections per mile cannot be found on each side of said road, within the said limits of twenty miles, other lands designated as aforesaid shall be selected under the direction of the Secretary of the Interior on either side of any part of said road nearest to and not more than twenty-five miles from the track of said road to make up such deficiency.

SEC. 2. *And be it further enacted,* That the Commissioner of the General Land Office shall cause the lands along the line of said railroad to be surveyed with all convenient speed. And wherever and as often as the said company shall file with the Secretary of the Interior maps of the survey and location of twenty or more miles of said road, the said Secretary shall cause the said granted lands adjacent to and coterminous with

such located sections of road to be segregated from the public lands; and thereafter the remaining public lands subject to sale within the limits of the said grant, shall be disposed of only to actual settlers at double the minimum price for such lands: *And provided, also,* That settlers under the provisions of the homestead Act who comply with the terms and requirements of said Act, shall be entitled, within the said limits of twenty miles, to patents for an amount not exceeding eighty acres each of the said ungranted lands, anything in this Act to the contrary notwithstanding.

SEC. 3. *And be it further enacted,* That whenever and as often as the said company shall complete and equip twenty or more consecutive miles of the said railroad and telegraph, the Secretary of the Interior shall cause the same to be examined, at the expense of the company, by three commissioners appointed by him; and if they shall report that such completed section is a first-class railroad and telegraph, properly equipped and ready for use, he shall cause patents to be issued to the company for so much of the said granted lands as shall be adjacent to and coterminous with the said completed sections.

SEC. 4. *And be it further enacted,* That the said alternate sections of land granted by this Act, excepting only such as are necessary for the company to reserve for depots, stations, side tracks, wood yards, standing ground, and other needful uses in operating the road, shall be sold by the company only to actual settlers, in quantities not exceeding one hundred and sixty acres

or a quarter section to any one settler, and at prices not exceeding Two Dollars and Fifty Cents per acre.

SEC. 5. *And be it further enacted,* That the said company shall, by mortgage or deed of trust to two or more trustees, appropriate and set apart all the net proceeds of the sales of the said granted lands, as a sinking fund, to be kept invested in the bonds of the United States, or other safe and more productive securities, for the purchase from time to time, and the redemption at maturity, of the first mortgage construction bonds of the company, on the road depots, stations, side tracks, and wood yards, not exceeding Thirty Thousand Dollars per mile of road, payable in gold coin not longer than thirty years from date, with interest payable semi-annually in coin not exceeding the rate of seven per centum per annum; and no part of the principal or interest of the said fund shall be applied to any other use until all the said bonds shall have been purchased or redeemed and cancelled; and each of the said first mortgage bonds shall bear the certificate of the trustees, setting forth the manner in which the same is secured and its payment provided for. And the District Court of the United States, concurrently with the State Courts, shall have original jurisdiction, subject to appeal and writ of error, to enforce the provisions of this section.

SEC. 6. *And be it further enacted,* That the said company shall file with the Secretary of the Interior its assent to this Act within one year from the time of its passage; and the foregoing grant is upon condition that said company shall complete a section of twenty or

more miles of said railroad and telegraph within two years, and the entire railroad and telegraph within six years, from the same date."

By said words "Oregon Central Railroad Company," in said last mentioned Act of Congress, the Congress of the United States intended to, and did, refer to said West Side Company. The line of railroad prescribed in said last mentioned Act, extending from the city of Portland to McMinnville, by way of Forest Grove, is the identical line of railroad theretofore projected by said West Side Company, as aforesaid.

On or about the second day of July, A. D. 1870, said West Side Company, through its Board of Directors, adopted a resolution in terms assenting to, and accepting, all of the aforesaid provisions of said last mentioned Act of Congress, and on or about the twentieth day of July, A. D. 1870, an authenticated copy of said last described resolution was, by said West Side Company, filed in the office of the Secretary of the Interior of the United States.

On or about the fifteenth day of August, A. D. 1870, all of the so-called capital stock of said West Side Company was acquired by the then owners of the so-called capital stock of said defendant *Oregon and California Railroad Company,* and thereafter all of the so-called capital stock of both of said companies was held by a single interest, and the affairs of said two companies were conducted virtually as a single enterprise until the dissolution of said West Side Company, as hereinafter stated.

V.

All of the original capital stock of the defendant *Oregon and California Railroad Company,* and substantially all of the capital stock of said West Side Company, was issued without consideration, and, by reason of the premises, neither of said companies had any original capital or other funds for construction or other purposes, except such as was borrowed therefor.

By the issuance and negotiation or pledge of mortgage bonds and otherwise, approximately Eight Million Dollars was, during the year 1870, procured by said defendant *Oregon and California Railroad Company,* and approximately One Million Dollars was, during the year 1871, procured by said West Side Company; and, with the funds thus provided, the work of constructing the aforesaid lines of railroad respectively, was prosecuted until on or about the month of January, A. D. 1873. During said period of construction, said East Side Line was constructed and extended from said city of Portland to a point near Roseburg, a distance of approximately one hundred and ninety-seven (197) miles, (including said first section of twenty miles theretofore constructed), and said West Side Line was constructed and completed from said city of Portland to said McMinnville, by way of said Forest Grove, a distance of approximately forty-seven (47) miles.

On or about the said month of January, A. D. 1873, said funds became exhausted and both of said companies became bankrupt and insolvent, and because thereof, the

construction of both of said lines of railroad was abandoned; and, as to said East Side Line, was not resumed until the month of June, A. D. 1881, as hereinafter set forth; and, as to said West Side Line, was never resumed.

Because of the premises, on or about the twenty-fourth day of July, A. D. 1874, the direction and control of the financial affairs of said two companies were assumed and thereafter exercised by the then creditors thereof, organized under the name "Bondholders Committee." On or about the twenty-ninth day of February, A. D. 1876, all of the so-called capital stock of both of said companies was, for virtually a nominal consideration, acquired by said Bondholders Committee, and thereafter all of the affairs of said two companies were conducted by, and under the direction and control of, said Bondholders Committee.

On or about the sixth day October, A. D. 1880, for the purpose of merging said West Side Company into said defendant *Oregon and California Railroad Company*, and under the direction and influence of said Bondholders Committee, said West Side Company did execute and deliver to said defendant *Oregon and California Railroad Company* a certain instrument, in writing, purporting to assign, transfer and convey to said defendant *Oregon and California Railroad Company* all of the property of said West Side Company, including the right, title and interest of said West Side Company in and to the grants, franchises and other benefits of said Act of Congress approved May fourth, A. D.

1870; a copy of which said instrument is hereto attached marked "Exhibit C" and made a part of this bill.

The purpose, intent and effect of said last described instrument was and is not to operate as a sale or conveyance of any of the lands granted by said Act of Congress approved May fourth, A. D. 1870, but to constitute said defendant *Oregon and California Railroad Company* the successor of said West Side Company to construct, complete and equip the line of railroad aforesaid, and particularly that part thereof extending from Forest Grove to Astoria, and, in aid thereof, to receive and exercise the grants, franchises and other benefits in that behalf extended by Congress as aforesaid, and upon all of the terms and conditions aforesaid, and not otherwise.

On or about said sixth day of October A. D. 1880, said West Side Company, by action of its Board of Directors and its stockholders, became and was dissolved; and at all times thereafter said defendant *Oregon and California Railroad Company,* has assumed, and still assumes, to be the successor of said West Side Company, as aforesaid.

Substantially all transactions subsequent to said last mentioned date relate to and affect both of the aforesaid grants of land. Hereafter in this bill of complaint, for convenience, said grant of land created by said Act of Congress approved July twenty-fifth, A. D. 1866, and the aforesaid Acts amendatory thereof, will be described by the words "East Side Grant;" said grant of land created by said Act of Congress approved May fourth,

A. D. 1870, will be described by the words "West Side Grant;" and both of said grants will be described by the words "said land grants."

VI.

On or about the seventh day of May, A. D. 1881, the financial affairs of the defendant *Oregon and California Railroad Company* were adjusted in manner following: All of its former capital stock was, by action of its Board of Directors and its stockholders, canceled, for the reasons hereinbefore set forth; the amount of its capital stock was then established, and at all times since has remained, and still is, in the total sum of Nineteen Million Dollars ($19,000,000), composed of Twelve Million Dollars so-called preferred stock and Seven Million Dollars so-called common stock; and in payment of its then existing indebtedness, with accrued interest thereon, all of said new capital stock was then issued, and ever since has been, and still is, outstanding. By the issuance of said new capital stock, and by the use of a part of the proceeds of a new bond issue hereinafter referred to all of its then existing indebtedness was fully paid and discharged, and the several mortgages and other instruments purporting to secure the same, were canceled and satisfied.

On or about the second day of June, A. D. 1881, the defendant *Oregon and California Railroad Company* executed and delivered to Henry Villard, Robert Davie Peebles and Charles Edward Bretherton, as Trustees for the owners and holders of said preferred stock so-

called, a certain instrument, in writing, purporting to convey to said Trustees all of the lands of both of said land grants, in trust to secure to the owners of said preferred stock so-called, some pretended right or interest in or to said lands, and for certain other purposes, as more particularly appears in said instrument, a copy of which is hereto attached, marked "Exhibit D" and made a part of this bill.

Said deed of trust last described purports to convey, and purports to authorize said Trustees and their successors to sell and convey, said lands to persons other than actual settlers, and in quantities greater than one-quarter section to one purchaser, and for a price exceeding Two Dollars and Fifty Cents per acre, and for purposes other than those prescribed in and by said land grants respectively; and because thereof, and otherwise, said deed of trust was and is in violation and breach of the aforesaid terms, conditions and provisions of each of said land grants respectively.

On or about the twenty-eighth day of June, A. D. 1881, said deed of trust was recorded in the office of the County Recorder of Multnomah County, in the State of Oregon, in Book 27 of Mortgages, at page 179; and thereafter, and at about the same time, was recorded in the office of the County Recorder of the several counties in which was situated any part of the lands granted by either of said land grants.

Thereafter such proceedings were had and action taken under the terms of said deed of trust, and by and with the consent and co-operation of the defendant

Oregon and California Railroad Company, that the defendant *Stephen T. Gage* became, and he now is, the sole surviving Trustee thereunder; and said defendant *Stephen T. Gage,* individually, and as Trustee as aforesaid, and the defendant *Southern Pacific Company* as the present owner of all of said preferred stock so-called, claim and assert some right, title, interest or lien in, to or upon said lands or some part thereof, under and by virtue of said deed of trust; but because of the premises, neither of said defendants has any right, title, interest or lien in, to or upon any part of said lands.

By the issuance and negotiation of two separate issues of its corporate bonds, bearing date June first, A. D. 1881, and May twenty-sixth, A. D. 1883, respectively (known and described as "First Mortgage Bonds" and "Second Mortgage Bonds" respectively), the defendant *Oregon and California Railroad Company* did provide further construction funds aggregating approximately Five Million Dollars, and on or about the month of June, A. D. 1881, the work of constructing said East Side Line was resumed, and thereafter was continued until on or about the month of January, A. D. 1884. During said last mentioned period of construction, said East Side Line was constructed and extended from said Roseburg to a point about one and one-quarter miles southerly from Ashland, in the State of Oregon, a total distance of approximately one hundred and forty-five (145) miles.

On or about the said month of January, A. D. 1884, said last mentioned construction funds became exhausted,

the defendant *Oregon and California Railroad Company* again became bankrupt and insolvent, and the work of construction was again abandoned, and was not resumed until the month of April, A. D. 1887, as hereinafter set forth.

On or about the nineteenth day of January, A. D. 1885, said First and Second Mortgage Bonds being still outstanding, in a suit then instituted and pending in the Circuit Court of the United States for the District of Oregon, wherein certain of the holders of said First Mortgage Bonds were plaintiffs, and said defendant *Oregon and California Railroad Company* and others were defendants, the railroad lines and other property of said defendant *Oregon and California Railroad Company* were placed in the hands of a Receiver then and there appointed therefor by said Court.

On or about the twelfth day of May, A. D. 1887, and during the pendency of said receivership, the defendant *Southern Pacific Company* acquired, and thereafter exercised ownership and control of said defendant Oregon *and California Railroad Company,* as hereinafter more specifically set forth; and, subsequently, under the direction and influence of said defendant *Southern Pacific Company,* certain breaches and violations of the terms and conditions of said land grants respectively hereinafter complained of were committed.

And to the end that Your Honors may be further advised in the premises, and particularly concerning the nature and purpose of the several negotiations and transactions pertaining to, and resulting in, the absorption

of the defendant *Oregon and California Railroad Company* by the defendant *Southern Pacific Company* (in paragraph VII hereof, set forth), your Orator says, that on and prior to said twelfth day of May, A. D. 1887, the general status of said land grants was as follows, to wit:

Under said East Side grant, during the years 1871 to 1877 inclusive, patents for approximately 323,000 acres of land (being lands contiguous to the first 125 miles of said East Side Line), were applied for by, and issued to, the defendant *Oregon and California Railroad Company* as the successor of said East Side Company; except as aforesaid, no patents under said East Side grant were issued until the year 1893.

Under said West Side grant, no patents were ever issued prior to the year 1895.

The total length of said East Side Line is approximately 367 miles; with the exception of the northerly 197 miles thereof, no part of said East Side Line was constructed within the times prescribed by the terms of said East Side grant; and on said twelfth day of May, A. D. 1887, the southerly portion thereof, extending from Ashland to the southern boundary line of the State of Oregon, still remained unconstructed. Of the West Side Line, that part thereof extending from Forest Grove to Astoria, was never constructed, and because of the premises, the aforesaid granted lands contiguous to said unconstructed portion, were, by Act of Congress approved January thirty-first, A. D. 1885, entitled, "An Act to declare forfeiture of certain lands granted to aid

in the construction of a railroad in Oregon," forfeited to, and the ownership thereof resumed by, the United States of America.

Of the aforesaid granted lands, approximately 250,000 acres had been sold prior to said twelfth day of May, A. D. 1887; and your Orator is informed and believes, and therefore states, that nearly all of the lands so disposed of were sold to actual settlers, and in small quantities, although in many instances in quantities and for prices slightly in excess of the aforesaid limitations prescribed by said land grants respectively.

VII.

On or about the month of January, A. D. 1885, a certain railroad syndicate known as the "Southern Pacific System," controlling substantially all railroad lines in the southwestern part of the United States, and particularly on the Pacific Coast south of the State of Oregon, including the Central Pacific Railroad Company (which had theretofore become the successor to the grants, franchises and other benefits in the *State of California,* under said Act of Congress approved July twenty-fifth, A. D. 1866), organized, under the general incorporation law of the State of Kentucky, the defendant *Southern Pacific Company,* as a general holding company for said syndicate; and, on or about the month of March, A. D. 1885, said defendant *Southern Pacific Company* acquired, and ever since has exercised, a controlling interest in each of the corporations constituting said Southern Pacific System; and, at about the same

time, became, and ever since has been, the lessee of each of said corporations, whereby it came into possession of, and at all times thereafter has operated, all of said railroad lines.

Several of the constituent companies of said Southern Pacific System held lands granted by the United States in aid of the construction of their respective lines of railroad, aggregating many millions of acres. Shortly after its organization, the defendant *Southern Pacific Company* established a general land department, with offices at the city of San Francisco, in the State of California, under the charge of a certain officer known as its land agent, and thereupon assumed, and thereafter exercised, through its said land agent, control over the handling and disposing of all of the lands of its constituent companies.

Shortly after the affairs of said defendant *Oregon and California Railroad Company* were placed in the hands of a Receiver, as hereinbefore set forth, said defendant *Southern Pacific Company,* designing to extend its aforesaid railroad system and its aforesaid land holdings by acquiring ownership and control of the defendant *Oregon and California Railroad Company,* in that behalf entered into negotiations with said defendant *Oregon and California Railroad Company* and the bondholders and stockholders thereof and certain other parties hereinafter named; and, for the purpose thereof, the stockholders of said defendant *Oregon and California Railroad Company* became and were organized under the name "Stockholders Committee," certain of

the owners of the aforesaid mortgage bonds became and were organized under the name "Frankfort Bondholders Committee," and certain other of the owners of said bonds became and were organized under the name "London Bondholders Committee," said Bondholders Committees representing the owners of substantially all of the aforesaid First and Second Mortgage Bonds of said company.

On or about the twenty-eighth day of March, A. D. 1887, a certain contract in writing was entered into by and between said defendant *Southern Pacific Company,* said defendant *Oregon and California Railroad Company,* the defendant *Union Trust Company,* said Stockholders Committee, said London Bondholders Committee, said Frankfort Bondholders Committee, and the Pacific Improvement Company (a corporation organized as hereinafter set forth), a copy of all of the terms of which contract is hereto attached marked "Exhibit E" and made a part of this bill.

By virtue of said last described contract, all of the corporate securities of the defendant *Oregon and California Railroad Company* were acquired by the defendant *Southern Pacific Company,* as hereinafter set forth; and the general purpose and effect of said contract were such that said defendant *Oregon and California Railroad Company* (together with its said lines of railroad), was absorbed by, and merged into, said Southern Pacific System, and the independent corporate existence thereof virtually ceased. But it manifestly appears from the subsequent conduct of said defendant *Southern Pacific*

Company, and your Orator charges and states, that at the time of the negotiation and execution of said last described contract, it was the purpose and design of said defendant *Southern Pacific Company* to secure control of the aforesaid land grants, and to divert the same from the aforesaid lawful uses and purposes thereof, to the exclusive use, benefit and enrichment of said defendant *Southern Pacific Company*; and to that end, said last described contract was, by the parties thereto, so conditioned, and the conditions, options and provisions thereof were so exercised and performed, that said defendant *Southern Pacific Company* did thereafter maintain said defendant *Oregon and California Railroad Company* a corporation in name and form only, as a mere instrumentality and device, to accomplish, and at the same time to conceal its aforesaid purpose and design, and in that behalf to obtain and dispose of said lands in the name of, and under the guise and pretense of the administration and exercise of the aforesaid land grants by, the defendant *Oregon and California Railroad Company*; and to that end, certain proceedings were had and transactions entered into, including that certain contract of lease and that certain mortgage deed hereinafter set forth.

Pursuant to the terms of said contract of March twenty-eighth, A. D. 1887, on or about the twelfth day of May, A. D. 1887, all of the capital stock and all of said Second Mortgage Bonds of said defendant *Oregon and California Railroad Company* were transferred, assigned and delivered to said Pacific Improvement

Company; and all of said First Mortgage Bonds were transferred, assigned and delivered to the defendant *Southern Pacific Company.*

During all the times mentioned in this bill as to it, said Pacific Improvement Company was a corporation organized and existing under the laws of the State of California, and wholly owned, controlled and directed by the owners of a majority of the capital stock of the defendant *Southern Pacific Company.* The defendant *Southern Pacific Company* was the actual purchaser of said capital stock and said Second Mortgage Bonds, and paid all the purchase price therefor, and said Pacific Improvement Company never had any beneficial interest therein; but, under the direction and influence of said defendant *Southern Pacific Company,* said Pacific Improvement Company was made a nominal party to said contract of March twenty-eighth, A. D. 1887, for the purpose of concealing the true facts in the premises.

Said Pacific Improvement Company held said capital stock of the defendant *Oregon and California Railroad Company* for the use and benefit of the defendant *Southern Pacific Company,* until on or about the ninth day of April, A. D. 1901, and on or about said last mentioned date, all of said capital stock was transferred to the defendant *Southern Pacific Company,* which, at all times thereafter, has been, and still is, the owner and holder thereof. At all times since said twelfth day of May, A. D. 1887, the defendant *Southern Pacific Company* has controlled and directed the election of directors and officers of said defendant *Oregon and Cali-*

fornia Railroad Company, and has directed and controlled the management and conduct and all of the corporate acts of said defendant *Oregon and California Railroad Company*, including all transactions and proceedings in this bill set forth.

Pursuant to the terms of said contract of March twenty-eighth, A. D. 1887, on or about the third day of January, A. D. 1888, the defendant *Southern Pacific Company* and the defendant *Oregon and California Railroad Company* entered into a certain contract of lease in writing, bearing date the first day of July, A. D. 1887, whereby all of the railroad and telegraph lines and other property of the defendant *Oregon and California Railroad Company* were leased to the defendant *Southern Pacific Company* for the term of forty years, upon certain terms and conditions, all of which more specifically appear in said instrument, a copy of all of the terms of which is hereto attached, marked "Exhibit F," and made a part of this bill; which said contract of lease remained in full force and effect until on or about the first day of August, A. D. 1893, upon which last named date the defendant *Southern Pacific Company* and the defendant *Oregon and California Railroad Company* entered into a further contract of lease in writing, bearing date the first day of August, A. D. 1893, whereby all of the railroad and telegraph lines and other property of the defendant *Oregon and California Railroad Company* were leased to the defendant *Southern Pacific Company* for the term of thirty-four years, upon certain terms and conditions, all of which more specifically

appear in said instrument, a copy of all of the terms of which is hereto attached, marked "Exhibit G," and made a part of this bill; which said last described contract of lease at all times since said first day of August, A. D. 1893, has been, and still is, in full force and effect. Pursuant to said contracts of lease, the defendant *Southern Pacific Company* did, on or about the sixth day of June, A. D. 1888, enter into possession of all of the property leased as aforesaid, and at all times thereafter has been, and still is, in full possession thereof, and engaged in the operation of said lines of railroad, and during all of said times has enjoyed, and still is enjoying, all of the benefits and profits thereof.

Pursuant to the terms of said contract of March twenty-eighth, A. D. 1887, and under the direction and influence of the defendant *Southern Pacific Company*, on or about the third day of January, A. D. 1888, the defendant *Oregon and California Railroad Company* executed and delivered to the defendant *Union Trust Company* a certain instrument in writing, bearing date of July first, A. D. 1887, purporting to mortgage and convey in trust to the defendant *Union Trust Company, certain* of the property of the defendant *Oregon and California Railroad Company*, for certain purposes, and upon certain terms and conditions therein expressed, and, among others, to secure the payment of certain bonds thereafter to be issued and negotiated in the name of said defendant *Oregon and California Railroad Company*, a copy of which said instrument is hereto attached, marked "Exhibit H," and made a part of this

bill.

By that certain provision of said instrument last described, to wit:

"And all the property, real, personal or mixed, which on the twelfth day of May, 1887, was covered by the mortgage securing the then existing First Mortgage Bonds of the Oregon and California Railroad Company,"

reference was had, and intended to be had, to a certain deed of trust, executed by said defendant *Oregon and California Railroad Company* to Henry Villard, Horace White and Charles Edward Bretherton, as Trustees, bearing date June first, A. D. 1881, a copy of which is hereto attached, marked "Exhibit I," and made a part of this bill.

On or about the eighteenth day of January, A. D. 1888, said mortgage deed bearing date July first, A. D. 1887, was recorded in the office of the County Recorder of Multnomah County, in the State of Oregon, in Book 68 of Mortgages, at page 437; and thereafter, and about the same time, was recorded in the office of the County Recorder of the several counties in which was situated any part of the lands granted by either of said land grants.

Pursuant to the premises, the defendant *Oregon and California Railroad Company* did execute, and the defendants *Southern Pacific Company* and *Union Trust Company* did negotiate and deliver, certain of the bonds provided for by said mortgage deed bearing date July first, A. D. 1887, said bonds bearing even date there-

with, of which approximately Seventeen Million, Five Hundred Thousand Dollars ($17,500,000) in amount are still outstanding, the exact amount whereof is to your Orator unknown. All of said bonds inured to the exclusive benefit of the defendant *Southern Pacific Company* and were used by the defendant *Southern Pacific Company* to purchase the securities of the defendant *Oregon and California Railroad Company,* as aforesaid, and to complete the construction of, and improve, the lines of railroad leased by it as aforesaid. By reason of the premises, said bonds in fact represent and constitute the indebtedness of the defendant *Southern Pacific Company*; and the payment of all of said bonds, both as to principal and interest, was and is, by endorsement thereon in writing, guaranteed by the defendant *Southern Pacific Company.*

In so far as said mortgage deed bearing date July first, A. D. 1887, relates to any of said granted lands, if at all, it purports to convey, and purports to authorize the defendant *Union Trust Company* and its successors to sell and convey, said lands to persons other than actual settlers, and in quantities greater than one-quarter section to one purchaser, and for a price exceeding Two Dollars and Fifty Cents per acre, and for purposes other than those prescribed in and by said land grants respectively; and because of the premises in this bill set forth, said mortgage deed was and is in violation and breach of the aforesaid terms, conditions and provisions of each of said land grants respectively.

The defendant *Union Trust Company,* individually,

and as Trustee for the holders and owners of said bonds, claims some right, title, interest or lien, in, to or upon some of said granted lands, under and by virtue of said mortgage deed bearing date July first, A. D. 1887; but because of the premises, the defendant Union Trust Company has no right, title, interest or lien, in, to or upon any of said lands, either in its own behalf, or as Trustee as aforesaid.

In the meantime and during the year 1887 (commencing in the month of April and ending in the month of December), the last section of said East Side Line, extending from Ashland aforesaid to the southern boundary line of the State of Oregon, was constructed by said Pacific Improvement Company, under some form of contract with the defendant *Southern Pacific Company,* the particulars whereof are to your Orator unknown; but, in furtherance of its aforesaid purpose and design, on or about the sixth day of June, A. D. 1887, the defendant *Southern Pacific Company* did instigate and cause the defendant *Oregon and California Railroad Company* and said Pacific Improvement Company to enter into a certain contract, by the terms of which the defendant *Oregon and California Railroad Company* agreed to pay for said work of construction in its said bonds thereafter to be issued and guaranteed by the defendant *Southern Pacific Company,* as hereinbefore set forth. And your Orator says that in truth and in fact, at the time of the execution of said contract of June sixth, A. D. 1887, a large part of said work of construction had been performed under some prior

contract, as hereinbefore set forth.

On or about the sixth day of June, A. D. 1888, the aforesaid receivership proceedings were dismissed and said Receiver was discharged; all of said First Mortgage Bonds and said Second Mortgage Bonds (not including said issue of bonds dated July 1st, A. D. 1887), together with all mortgages and trust deeds securing the payment thereof, were canceled and discharged; and thereupon the defendant *Southern Pacific Company* entered into possession of all of the property of the defendant *Oregon and California Railroad Company* pursuant to the terms of said contract of lease, as hereinbefore set forth.

VIII.

Immediately after said sixth day of June, A. D. 1888, the defendant *Southern Pacific Company*, through its aforesaid land department, assumed, and at all times thereafter has exercised, absolute control over the disposition and sale of the aforesaid granted lands of the defendant *Oregon and California Railroad Company*; conducting all business, however, in the name of the latter company.

Until about the year 1893, there was no marked change in the manner of the disposition of said lands, but, in the meantime, and under the direction and influence of the defendant *Southern Pacific Company*, preparations were made for the future exploitation of said land grants, to wit:

On or about the month of June, A. D. 1888, a large force of timber cruisers and land examiners was organ-

ized and thereafter was kept employed until all of said lands had been examined and appraised and prices fixed thereon without regard to the aforesaid limitations prescribed by said land grants; and your Orator says, that as to at least eighty per cent (80%) of all of said granted lands, the first sale price fixed thereon and the lowest price for which the same were ever offered for sale was greatly in excess of the sum of Two Dollars and Fifty Cents per acre.

During the years 1891 and 1892, anticipating and seeking to evade responsibility for the contemplated violations of the terms and conditions of said grants, and under the direction and influence of the defendant *Southern Pacific Company,* the defendant *Oregon and California Railroad Company* and the defendant *Union Trust Company* adopted quit-claim form of contracts and conveyances for use in making sales of said lands, and thereafter refused to contract for, or give, any other form of conveyance, except in cases where, by prior contracts, the defendant *Oregon and California Railroad Company* had obligated itself to do otherwise.

Commencing with about the year 1891, patents were rapidly applied for and obtained, the amount patented under said East Side grant, commencing with the year 1893, aggregating approximately 2,450,000 acres, and the amount patented under said West Side grant, commencing with about the year 1895, aggregating approximately 128,000 acres, being the only patents ever applied for or issued under said West Side grant. No patents have been issued since the year 1906, under either

of said land grants, for reasons hereinafter explained.

In the meantime, the defendant *Southern Pacific Company* was engaged in developing a market and demand for said lands among wealthy land speculators and timber men, aided in that behalf by its well-equipped organization therefor, and by an extensive acquaintance previously established by said land department in the sale and disposition of its other land holdings hereinbefore mentioned. A sudden and rapidly increasing demand for said lands in large quantities and at rapidly increasing prices, was developed, commencing with about the year 1894.

Taking advantage of the opportunity to violate the terms and conditions of said land grants, promoted and developed as aforesaid, the defendant *Oregon and California Railroad Company,* under the direction and influence of the defendant *Southern Pacific Company,* from about the year 1894 until about January first, A. D. 1908, sold and disposed of said granted lands in manner and upon terms in violation and breach of the aforesaid terms and conditions of said land grants respectively, and with the sole object of securing the greatest possible financial benefit therefrom; and in that behalf a large quantity of said lands was sold to speculators and others than actual settlers, and for speculation and purposes other than actual settlement, and in quantities greatly in excess of one-quarter section to one purchaser, to wit: in quantities from one thousand to forty-five thousand acres to a single purchaser, and for prices greatly in excess of $2.50 per acre, to wit: for prices from $5 to

$40 per acre.

Of said granted lands the defendant *Oregon and California Railroad Company* (in manner aforesaid) has heretofore made approximately 5,306 sales, aggregating approximately 820,000 acres, that is to say:

	Sales.	*Acres.*
Sales in quantities not exceeding one-quarter section	4930	296,000
Sales in quantities exceeding one-quarter section	376	524,000

Substantially all of said 524,000 acres sold in quantities exceeding a quarter section to one purchaser as aforesaid (and a considerable portion of said other lands sold as aforesaid), were sold to speculators and others than actual settlers and for the purpose of speculation and not for the purpose of settlement and for prices greatly in excess of two dollars and fifty cents per acre. And of said 524,000 acres sold in quantities exceeding one-quarter section to one purchaser as aforesaid, approximately 478,000 acres (or about 90 per cent thereof) were sold or conveyed since the year 1897; and of said 478,000 acres, approximately 370,000 acres were sold to 38 purchasers in quantities exceeding 2,000 acres to each purchaser.

Nearly all sales were made by contracts providing for payment of purchase price in from five to ten equal annual installments, and execution of conveyance upon final payment. And although sales were suspended on or about January first, A. D. 1908, as hereinafter stated, many contracts of sale were then pending, as to which

the installments falling due have been collected and conveyances executed from time to time down to and including the present, and many of such contracts are still pending.

Of the total sales made as aforesaid, approximately 4,476 have been fully executed and conveyances given aggregating approximately 646,000 acres; and approximately 830 executory contracts are still pending, aggregating approximately 174,000 acres.

For the more specific information of Your Honors, your Orator has prepared a schedule setting forth all said conveyances heretofore made and all said pending contracts, stated separately as to each of said land grants, which schedule is hereto attached, marked "Exhibit J," and made a part of this bill. In said schedule, conveyances are appropriately classified by years, and also according to quantity of land conveyed and purchase price; pending contracts are classified according to quantity of land sold. Your Orator is not informed as to the exact time said pending contracts were negotiated or executed or as to the exact purchase price thereof; but your Orator is informed and believes and therefore states, that all of said pending contracts were negotiated and entered into since the first day of January, A. D. 1898, and prior to the first day of January, A. D. 1908, and that the average purchase price thereof is approximately Ten Dollars per acre. Said schedule (Exhibit J) was compiled on the first day of July, A. D. 1908, but no subsequent transactions affect the matters therein stated, except that a few of said pending contracts have

since said compilation matured and merged into final conveyances.

As to the statements contained herein (including said Exhibit J) concerning the number of sales, quantity of land sold, and the purchase price thereof, transactions consisting of executory contracts of sale, which were rescinded or cancelled for any reason, and which therefore neither merged into deeds nor constitute pending contracts at the present time, are not included in any of said computations. Transactions relating to that part of said West Side grant which was forfeited to your Orator, as aforesaid, are not included in said computations.

Except as otherwise specifically stated, all statements in this bill concerning the manner of selling and disposing of said lands, apply to each of said land grants.

As between the parties thereto, said mortgage deed bearing date July first, A. D. 1887, to the defendant *Union Trust Company,* has been treated as a lien upon all of said granted lands which remained unsold on the twelfth day of May, A. D. 1887. As to all lands of the last described class which have been sold since said twelfth day of May, A. D. 1887, the defendant *Union Trust Company* has received substantially all of the purchase price, and has joined in the execution of all conveyances. The exact amount thus received by the defendant *Union Trust Company,* and the specific application thereof, are to your Orator unknown; but your Orator says that the proceeds of all sales made since said twelfth

day of May, A. D. 1887, have inured to the exclusive benefit of the defendant *Southern Pacific Company,* by application in payment of the aforesaid bonds guaranteed by the defendant *Southern Pacific Company,* or otherwise.

IX.

In the month of October, A. D. 1901, the defendant *Southern Pacific Company,* with all of its constituent lines, became merged into that certain railroad system known as the "Harriman Lines," which said railroad system at all times thereafter has held a monopoly of railroad transportation affecting a large part of the United States, and particularly in the State of Oregon, south of Portland.

Thereupon a land department was organized and established at the city of San Francisco, to handle, exploit and manipulate all of the lands of the constituent companies of said Harriman Lines, including the aforesaid land grants of the defendant *Oregon and California Railroad Company.* All transactions concerning the last named land grants were conducted as before in the name of the defendant *Oregon and California Railroad Company.* Sales were continued as before until on or about January first, A. D. 1908.

On said first day of January, A. D. 1908, there remained unsold of said granted lands approximately 2,373,000 acres, consisting of approximately 2,080,000 acres which have been heretofore patented under said land grants, and approximately 293,000 acres of unpat-

ented lands which are now claimed by the defendant *Oregon and California Railroad Company* under and by virtue of said land grants. Said lands remaining unsold as aforesaid will hereinafter be described by the words "said unsold lands."

Approximately 1,800,000 acres of said unsold lands are situated southerly from Eugene, and constitute nearly one-half, in alternate sections, of all lands within approximately forty miles of said line of railroad from Eugene to the southerly boundary line of the State of Oregon, only a small portion of said granted lands in that part of the East Side grant having ever been sold. The territory in which said unsold lands are situated was and is wholly dependent for railroad transportation on the railroad lines of the defendant *Oregon and California Railroad Company,* now operated by the defendant *Southern Pacific Company* as one of the constituent companies of said Harriman Lines as aforesaid.

Since said first day of January, A. D. 1903, and particularly during the last preceding two years, certain persons exceeding one thousand in number have severally applied to the defendant *Oregon and California Railroad Company* to purchase certain of said unsold lands in quantities not exceeding one hundred and sixty acres, or a quarter section to each one of them, said applicants to purchase intending and desiring to purchase said lands so applied for by them respectively for the purpose of actually settling thereupon and making a permanent home thereof, and several of said applicants to purchase having actually settled and established a permanent

home upon the land so applied for by them respectively; and at the time of said applications to purchase each of said applicants did tender to the defendant *Oregon and California Railroad Company* the sum of Two Dollars and Fifty Cents for each acre of the lands so applied for as the purchase price thereof.

And in addition to the said applicants to purchase, a large number of persons are ready and willing to settle upon said lands, and to purchase the same for the purpose of actual settlement thereupon and of making a permanent home thereof, in quantities, for the price, and upon terms as prescribed by said land grants respectively, but are deterred therefrom by the defendant *Oregon and California Railroad Company,* as hereinafter stated.

Notwithstanding the premises, and in violation and breach of the aforesaid terms and conditions of said land grants respectively, the defendant *Oregon and California Railroad Company,* under the direction and influence of the defendant *Southern Pacific Company* as one of the constituent companies of said Harriman Lines, on or about the first day of January, A. D. 1903, withdrew from sale all of said unsold lands, and at all times thereafter has refused, and still refuses, to sell any part thereof to actual settlers or for purposes of actual settlement, or in quantities or for prices as prescribed by the terms of said land grants respectively, or at all; and particularly has at all times refused, and still does refuse, to entertain any of the aforesaid applications to purchase, or to sell any of the lands applied for as aforesaid, to the persons aforesaid, upon the terms aforesaid, or upon any

terms whatsoever. And ever since said first day of January, A. D. 1908, the defendant *Oregon and California Railroad Company* has not only failed and neglected to encourage or promote the settlement of said lands, or the purchase thereof by actual settlers, or for the purpose of actual settlement, but by divers means and methods has at all times discouraged, obstructed, forbidden and prevented the settlement of said lands or any part thereof, and the purchase thereof or any part thereof, upon the terms prescribed by said land grants, or otherwise, by actual settlers or for the purpose of actual settlement.

Since said first day of January, A. D. 1908, the defendant *Oregon and California Railroad Company* has assumed, and now asserts, an absolute and unconditional estate in and to all of said unsold lands, and has attempted, and still does attempt, to convert its aforesaid conditional estate into an unconditional estate, in violation and breach of the aforesaid terms and conditions of said land grants. And by reason of the aforesaid nominal corporate character of the defendant *Oregon and California Railroad Company*, and the further premises herein set forth, the unconditional estate so asserted in its name has inured to the benefit of, and has been exercised by, the defendant *Southern Pacific Company* as one of the constituent companies of said Harriman Lines. The practical effect of the premises is the same as if all of said unsold lands had been conveyed to the defendant *Southern Pacific Company* for the use and benefit of said railroad syndicate.

By reason of the premises, and in violation of the express terms and conditions as well as the plain intendment of said land grants respectively, all of said unsold lands, and the full value thereof, have been converted to the use and benefit of the defendant *Southern Pacific Company,* as one of the constituent companies of the said Harriman Lines; and a virtual land monopoly has been created, and ever since said first day of January, A. D. 1908, has been maintained, and hereafter will be maintained, for the selfish uses and purposes of the defendant *Southern Pacific Company* and said railroad syndicate, enabling said railroad syndicate, among other things, to control and restrict commercial and industrial development of the territory tributary to said line of railroad, and thereby prevent the construction and establishment of competing railroad lines, which would naturally be attracted by the increase in production that would attend a normal and unrestricted development of industrial and commercial resources, if said granted lands should be sold to actual settlers and for the purpose of actual settlement pursuant to the terms and conditions of said land grants.

And your Orator says, that because of the premises, the industrial and commercial development of those portions of the State of Oregon wherein are situated said unsold lands, has been, and will continue to be, seriously retarded if not completely checked.

Except as otherwise specifically stated, all statements herein contained concerning the withdrawal of said lands from sale, the circumstances, purposes and

effects thereof, together with the subsequent opportunities to sell said lands to actual settlers and for the purpose of actual settlement, and the conduct of the defendant *Oregon and California Railroad Company* in relation thereto, apply to each of said land grants.

A schedule of all of said unsold lands which have heretofore been patented, described by governmental subdivision, tabulated by counties, and separately stated as to each of said land grants, is hereto attached, marked "Exhibit K," and made a part of this bill. Said schedule has been prepared from the annual return of said lands for purposes of taxation, made by the defendant *Oregon and California Railroad Company* to the County Assessors of the several counties in which said lands are situated; said annual tax returns purport to contain all of said granted lands which have been heretofore patented and which remain unsold, and your Orator is informed and believes, and therefore states, that the same is correct, but concerning which a full discovery is desired herein. Your Orator is unable to set forth with particularity the unpatented lands claimed as aforesaid, as to which, therefore, a full discovery is desired.

None of said unsold lands have ever been reduced to possession, or in any way improved, unless it be by persons claiming to have settled thereupon, and seeking to purchase the same, as hereinbefore, and hereinafter stated. The reasonable present value of said unsold lands exceeds the sum of $40,000,000.

None of said unsold lands now are, or ever were,

necessary to reserve for depots, stations, side tracks, wood sheds, standing ground, or any other needful uses in operating any of said railroad lines or any part thereof, and no part of said lands ever was reserved or used, or now is reserved or used, or is intended to be reserved or used, for any of said purposes.

X.

In addition to the purchase price received from the aforesaid sales of said lands, the defendant *Oregon and California Railroad Company* has received and enjoyed certain other benefits on account of said granted lands, to wit:

A large number of contracts of sale have been forfeited because of defaults in payment of the annual installments falling due thereon, and the installments previously paid have been retained. Your Orator is not advised as to the exact amount realized in this manner, but is informed and believes, and therefore states, that it exceeds the sum of One Hundred Thousand Dollars ($100,000). A full discovery in the premises is hereby sought.

A considerable portion of said lands has, from time to time, been leased for certain rentals paid therefor to the defendant *Oregon and California Railroad Company*. Your Orator is not advised as to the amount realized in this manner and a full discovery in the premises is hereby sought.

The defendant *Oregon and California Railroad Company* has cut and used large quantities of timber grow-

ing upon said lands, and has also sold large quantities of said timber, receiving the consideration therefor. Your Orator is not advised as to the amount realized in this manner, but is informed and believes, and therefore states, that it exceeds the sum of Two Hundred Thousand Dollars ($200,000). A full discovery in the premises is hereby sought.

And in divers other ways the defendant *Oregon and California Railroad Company* has received and enjoyed financial benefits on account of said granted lands, the particulars concerning which are unknown to your Orator, and a full discovery in the premises is hereby sought.

XI.

The defendant *Oregon and California Railroad Company* has repeatedly threatened, and still threatens to, and will, unless restrained therefrom, sell, contract for sale, convey, or in some manner encumber or impair the title of, said unsold lands or some part thereof, in violation of the terms and conditions of said land grants respectively; and the defendant *Oregon and California Railroad Company* has heretofore cut large quantities of the timber growing upon said unsold lands and has otherwise committed waste thereupon, and by contract and otherwise, has permitted and invited others so to do; and the defendant *Oregon and California Railroad Company* threatens to, and will, unless restrained therefrom by this Court, continue to commit waste upon said unsold lands and particularly as to the timber and other natural products thereof, and will continue to permit, contract

for and invite others so to do, to the great and irreparable injury of your Orator in the premises.

XII.

Until the year 1894 there was substantially no demand for said granted lands, except for the purpose of settlement and by persons of limited means able to purchase said lands only in small quantities and at reasonable prices, and nearly all sales were of that character. During a large part of said period, the defendant *Oregon and California Railroad Company* maintained an immigration bureau, engaged in inducing immigration and settlement upon said lands, and ostensibly was not otherwise engaged in soliciting or promoting sales. By reason of the premises, the occasional violations of the terms and conditions of said land grants occurring during said period, were concealed and were generally unknown, until ascertained by your Orator as hereinafter stated.

As hereinbefore set forth, a sudden demand arose for said lands commencing about the year 1894, among wealthy speculators and timber men, promoted and developed as aforesaid; and the greater part of the substantial wrongs and violations herein complained of were committed subsequent to that time. But your Orator says that nearly all of the sales consummated after that time were made by executory contracts of sale, which were not placed of record, and which did not merge into deeds for many years thereafter, and a considerable portion of which are still pending. Many of the conveyan-

ces for excessive quantities of said lands were not placed of record until recently, and many are still unrecorded. In many instances of sales in excessive quantities, the lands were attempterd to be conveyed by several deeds, each of which was for a small quantity of land, whereby the true facts were concealed.

On or about the first day of January, A. D. 1908, all of said unsold lands were withdrawn from sale, and thereafter converted to certain wrongful and unlawful uses and purposes, as hereinbefore set forth. But, designing to conceal the premises from your Orator and the general public, the defendant *Oregon and California Railroad Company* has, from time to time, falsely and deceitfully represented that said lands were withdrawn from sale for divers temporary reasons, and with the intention of resuming the sale thereof. An alleged confusion of the records of said land department, the alleged destruction of said records during the San Francisco fire, and other similar excuses were successively used to conceal the true character of said transaction.

XIII.

By reason of the premises, the several wrongful and unlawful transactions in this bill complained of, were concealed from, and wholly unknown to, your Orator, until ascertained as hereinafter stated. On or about the 14th day of February, A. D. 1907, because of the great injury inflicted upon commercial and industrial conditions as aforesaid, and it having become manifest that the several aforesaid representations concerning the

withdrawal of said lands from sale were false, the Legislature of the State of Oregon adopted and communicated to your Orator a certain memorial charging in general terms, the true facts in the premises (a copy of which memorial is hereto attached, marked "Exhibit L," and made a part of this bill); whereupon the further issuance of patents was suspended, and an investigation of the subject was instituted by your Orator, through its Attorney General, which investigation was concluded on or about the month of January, A. D. 1908. Thereupon the subject was presented to the Congress of the United States, and thereafter, by Joint Resolution, approved April thirtieth, A. D. 1908, Congress did provide as follows:

"That the Attorney General of the United States be, and he hereby is, authorized and directed to institute and prosecute any and all suits in equity, actions at law, and other proceedings which he may deem adequate and appropriate to enforce any and all rights and remedies of the United States of America in any manner arising or growing out of or pertaining to either or any of the following described Acts of Congress, to wit: 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon,' approved July twenty-fifth, Eighteen Hundred and Sixty-Six, as amended by the Acts approved June twenty-fifth, Eighteen Hundred and Sixty-Eight, and April tenth, Eighteen Hundred and Sixty-Nine; * * * * *' Also 'An Act granting lands to aid in the construction of a

railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon,' approved May fourth, Eighteen Hundred and Seventy, including all rights and remedies in any manner relating to the lands, or any part thereof, granted by either or any of said Acts; and in and by any and all such suits, actions or proceedings, the Attorney General shall, in such manner as he shall deem appropriate, assert all rights and remedies existing in favor of the United States, relating to the subject of such suits, actions and proceedings, including the claim on behalf of the United States that the lands granted by each of said Acts respectively, or any part thereof, have been and are forfeited to the United States by reason of any breaches or violations of any of the terms or conditions of either or any of said Acts which may be alleged and established in any such suits, actions or proceedings; it not being intended hereby to determine the right of the United States to any such forfeiture or forfeitures, but it being intended to fully authorize the Attorney General in and by such suits, actions or proceedings to assert on behalf of the United States and the court or courts before which such suits, actions or proceedings may be instituted or pending to entertain, consider, and adjudicate the claim and right of the United States to such forfeiture or forfeitures, and if found to enforce the same."

Pursuant to the provisions of said last mentioned Joint Resolution of Congress, this suit is instituted.

XIV.

By reason of the several aforesaid breaches and violations of the aforesaid terms, conditions and provisions of said land grants respectively, certain of said granted lands and certain estates in certain of said granted lands have been, and are, forfeited to your Orator, the United States of America, free from any and all right, title, interest, lien or claim of the defendants herein, or either or any of them or any one claiming by, through or under them or either or any of them. Among the lands and estates in lands so forfeited to your Orator, are to wit:

(1) All of said unsold lands;

(2) Any and all right, title and interest of any kind or nature whatsoever, vested, contingent or expectant, if any, of the defendants herein, or either or any of them, in, to or concerning any of the lands granted under, or by, either of said land grants respectively.

Pursuant to the authority and direction contained in said joint resolution of Congress approved April 30th, A. D. 1908, your Orator does hereby assert title to, and does hereby resume the title of, all of said lands and estates in lands forfeited to your Orator as aforesaid.

In addition to the lands and estates in lands above specified, certain of said granted lands which have been heretofore sold in violation of the terms and conditions of said land grants, and certain estates therein, likewise have been and are forfeited to your Orator, but are not included in this suit, for reasons following, to wit:

The lands disposed of in violation of the terms and

conditions of said land grants respectively, as aforesaid, were sold, contracted for sale, or conveyed to a large number of purchasers. Including alleged rights of succession by purchase, conveyance, mortgage, descent, devise and otherwise, more than three thousand (3,000) persons, firms and corporations residing in divers parts of the United States and other parts of the world, now assert some right, title, interest or lien in, to or upon the lands sold, contracted for sale and conveyed in violation of the terms and conditions of said land grants respectively, as aforesaid. The names and places of residence of only a few of said persons, firms and corporations are as yet known to your Orator, and because of the multiplicity and complexity of said transactions, your Orator will be unable to ascertain them in time to include said parties in this suit. Said lands were sold and purchased as aforesaid, and alleged subsequent rights have been acquired therein, under greatly varying circumstances and conditions, and because of the premises, it would be inequitable to attempt to secure an adjudication of the rights of all of said parties by making only a few of them parties defendant as representatives of all thereof. To require the making of all of said persons, firms and corporations parties to this suit, or to otherwise require an adjudication herein of their respective rights in the premises, would indefinitely postpone and ultimately defeat the rights, equities and remedies of your Orator pertaining to said unsold lands, as to which the public interests require a speedy and complete adjudication and enforcement.

Therefore, to the end that justice and equity may be suitably administered in the premises, your Orator institutes this suit for the purpose of obtaining without unnecessary delay, an adjudication and enforcement of the rights, equities and remedies of your Orator against the defendants herein, pertaining to said unsold lands, and otherwise, as more specifically appears in the prayer of this bill; and hereafter, and as soon as your Orator shall be sufficiently advised in the premises, separate and further suits will be instituted for the purpose of asserting and enforcing the rights, equities and remedies now or at any time hereafter existing in favor of your Orator (and not adjudicated or enforced herein) pertaining to any of said granted lands sold or conveyed as aforesaid, or any part thereof, or in any manner arising or growing out of any and all sales and conveyances of said granted lands in violation of any of the terms or conditions of said land grants respectively.

XV.

The property described in said mortgage deed bearing date July first, A. D. 1887 (not including any of said granted lands), is of a value largely in excess of the amount of all of said bonded indebtedness purported to be secured by said mortgage deed, and is ample security therefor; your Orator, however, expressly denies that any of said granted lands are included in the property described in said mortgage deed, or that the defendant *Union Trust Company,* as trustee or otherwise, or any other person, firm, association or corporation has any

right, title, interest or lien in, to or upon any of said lands by virtue of said mortgage deed.

XVI.

Pursuant to the rules and regulations of the Department of the Interior in that behalf duly adopted and in force, all of the aforesaid patents were issued and based upon applications in writing therefor, from time to time filed in the appropriate land office of the United States by the defendant *Oregon and California Railroad Company,* as the successor of said East Side Company and said West Side Company respectively, which said applications contained descriptive lists of the lands so claimed and for which patents were so applied for; and each of which said applications was accompanied and supported by a certain affidavit in writing signed and sworn to by a certain agent of the defendant *Oregon and California Railroad Company* thereto duly authorized, to the effect, among other things, that all of the lands so claimed and for which patents were so applied for, were of the character contemplated by the grant under which they were claimed and for which patents were applied for as aforesaid; and believing and relying upon the statements contained in said applications and said affidavits, your Orator issued said patents.

XVII.

In making sales of said lands as aforesaid, the defendant *Oregon and California Railroad Company* has, in and by its contracts and conveyances relating thereto,

and particularly prior to the sixth day of June, A. D. 1898, made certain valuable reservations unto itself, as follows:

"Reserving, however, a strip of land one hundred feet wide, to be used by the Oregon & California Railroad Company for right of way and other purposes, when the railroad of said Oregon & California Railroad Company, or any of its branches, is or shall be located upon the premises; and the right to take all water needed for the operating of said railroad, and also reserving and excepting from said described premises, so much and such parts thereof as may be mineral lands, other than coal and iron."

All of which said reservations, being in effect the creation of permanent estates in its own favor in and to a large part of said granted lands in violation and breach of the aforesaid terms and conditions of said land grants respectively, were and are null and void. But, notwithstanding the premises, the defendant *Oregon and California Railroad Company* and each of the other defendants herein, claims some inchoate right, title or interest, in and to the lands sold as last aforesaid, under and by virtue of said reservations, concerning which a full discovery is hereby sought; and such right, title and interest, if any (which is denied), were and are subject to the right of forfeiture and to the several other rights, equities and remedies of your Orator in the premises, asserted herein.

XVIII.

In addition to the several claims of the defendants in this bill specifically mentioned, the defendants and each of them claim some right, title, interest or lien in, to or upon some or all of said granted lands, the particulars whereof are to your Orator unknown, concerning which a full discovery is hereby sought; and any and all such rights, titles, interests or liens, if any, were and are subject to the right of forfeiture and to the several other rights, equities and remedies of your Orator in the premises, asserted herein.

XIX.

A schedule, accurately setting forth all maps of survey and location filed in the office of the Secretary of the Interior of the United States pursuant to the provisions of said land grants respectively, separately stated as to each of said land grants, is hereto attached marked "Exhibit M" and made a part of this bill.

A schedule, accurately setting forth the time of the construction and completion of the several sections of said railroad and telegraph lines, together with the examination, approval and acceptance thereof, separately stated as to each of said railroad and telegraph lines, is hereto attached marked "Exhibit N," and made a part of this bill.

A schedule, accurately setting forth the quantity of lands patented from time to time under each of said land grants, compiled by years, and separately stated as to

each of said land grants, is hereto attached marked "Exhibit O" and made a part of this bill. All of said patents were applied for by and issued to the defendant *Oregon and California Railroad Company,* as the successor of said East Side Company and said West Side Company respectively.

XX.

Each of the defendants (other than the defendants Oregon and California Railroad Company, Southern Pacific Company, Stephen T. Gage and Union Trust Company) asserts some right, title, or interest in or to certain of said unsold lands; the general nature and basis of the claims of said last described defendants are identical, and are as follows, to wit:

Each of said last described defendants alleges to have in good faith actually settled upon certain of said unsold lands, not exceeding one-quarter section or 160 acres in quantity, with the intention of making a permanent home thereof, and to have applied to the defendant *Oregon and California Railroad Company* to purchase the lands alleged to have been settled upon as aforesaid, and to have tendered to said defendant *Oregon and California Railroad Company* the sum of $2.50 for each acre applied for as aforesaid, as the purchase price thereof, and that the defendant *Oregon and California Railroad Company* has at all times refused, and still refuses, to entertain said applications to purchase, or to sell or convey to said last described defendants respectively the lands so applied for by them respectively, upon the

aforesaid terms, or otherwise.

And by reason of the premises alleged by said last described defendants respectively as aforesaid (the truth whereof is to your Orator unknown) said last described defendants severally assert some right, title or interest in or to the lands so applied for by them respectively as aforesaid; and each of said last described defendants has instituted a suit in equity against the defendants *Oregon and California Railroad Company, Stephen T. Gage,* and *Union Trust Company,* the general purpose and nature of which is to compel a sale and conveyance of the lands so applied for to said parties applying to purchase the same respectively, as aforesaid; all of which said suits are still pending, and none of which have proceeded to any issue other than exceptions to certain portions of the several bills in said suits.

The said suit instituted by the defendant *Roy W. Minkler* is pending in the Circuit Court of the United States for the Western District of the State of Washington; all of the other of said suits are pending in the Circuit Court of the United States for the District of Oregon.

A schedule accurately setting forth, as to each of said suits, the court number thereof, the names of the parties thereto, the date of the institution thereof, and a description of the land involved therein, separately stated as to each of said land grants, is hereto attached marked "Exhibit P" and made a part of this bill.

Your Orator leaves said defendants to more specific-

ally set forth herein their respective alleged rights in the premises, as they may be advised.

Unless enjoined therefrom as hereinafter prayed, said defendants instituting said suits as aforesaid will proceed, or attempt to proceed, therein to some form of final judgment or decree. Each of said suits relates to and materially affects the rights and equities of your Orator in the premises. The rights and equities of your Orator in this bill set forth, and the relief hereinafter prayed for, relate to and affect all of the aforesaid alleged rights of said defendants respectively. If said suits shall proceed further, the rights and remedies of your Orator in the premises will be hindered, obstructed and delayed, if not substantially prejudiced. And because of the multiplicity of said suits, your Orator has made said persons parties defendant in this suit, to the end that further proceedings in each of said suits instituted and pending as aforesaid may be enjoined, and, if the Court shall so order, said parties be permitted to set forth herein their respective claims, for adjudication.

Wherefore your Orator prays the judgment and decree of this Court,

FIRST.

(1) Adjudging and decreeing that those certain lands, to wit: all of said lands granted by said Act of Congress approved July 25, A. D. 1866, and the aforesaid acts amendatory thereof, and all of said lands granted by said Act of Congress approved May 4, A. D. 1870, whether patented or unpatented, now remaining

unsold as aforesaid, said lands being hereinbefore described as "said unsold lands," together with those certain lands and estates in lands, to wit: any and all right, title and interest, of any kind or nature whatsoever, vested, contingent or expectant, of the defendants herein, or either or any of them, in, to or concerning any of the lands granted under, or by, either or any of said Acts of Congress, have been and are forfeited to, and the title of all of said lands and estates in lands has been and is reverted to and reinvested in, and all of said lands and estates in lands now are the property of, your Orator, the United States of America; and quieting and confirming the title of your Orator in and to all of said lands and estates in lands, and particularly against any claim of any right, title, interest or lien, in, to or upon the same or any part thereof, by or on behalf of the defendants herein or either or any of them, or any person claiming or to claim under them or either or any of them, and requiring said defendants and each and all of them to forthwith surrender to your Orator, the United States of America, full possession and control of said lands and estates in lands, and every part thereof;

Or, if the foregoing relief shall be denied,

(2) Adjudging and decreeing that all of said lands hereinbefore described as "said unsold lands" are subject to purchase by, and sale and conveyance to, actual settlers, in quantities not exceeding one hundred and sixty acres, or one quarter section to any one purchaser, and for a price not exceeding Two Dollars and Fifty Cents per acre, pursuant to the aforesaid terms and conditions

of said land grants respectively; and that in that behalf a receiver or receivers be appointed, and be invested with the title and possession of all of said unsold lands, and be authorized and directed, by such method as the Court shall prescribe, to offer for sale, and sell and convey, said lands, to persons of the character, in the quantities, and for the price, as aforesaid, until all of said lands shall have been sold and disposed of in manner aforesaid; and providing that during the continuance of said receivership, said receiver or receivers be authorized and directed, out of any moneys derived from the sale of any of said lands as aforesaid, to pay any and all proper costs, charges and expenses necessary for the care and protection of said lands, and the sale and disposition thereof as aforesaid, including any and all taxes and assessments, if any, which from time to time are properly chargeable against any of said unsold lands which may from time to time remain unsold and undisposed of; and providing for accountings from time to time, in such manner as the Court shall prescribe, and the application and disposition of all moneys and funds which may come into the hands of said receiver or receivers from the sale or disposition of said lands as aforesaid, after the payment of all costs, charges and expenses incurred in the premises as aforesaid, rendering final accounting and final application and disposition of said moneys and funds in such manner, and to such parties, as the Court shall direct;

Or, if the foregoing relief shall be denied,

(3) That a mandatory injunction shall issue out

of and under the seal of this Court, commanding and requiring the said defendant *Oregon and California Railroad Company* to offer for sale, and sell and convey, said unsold lands to any *bona fide* actual settler who may apply to purchase the same in good faith, in quantities not exceeding one hundred and sixty acres, or one quarter section, for the price of Two Dollars and Fifty Cents per acre, under such restrictions, in such manner and by such method as the Court shall deem adequate and expedient; and providing that any and all persons who may be in any way aggrieved by the refusal or neglect of said defendant *Oregon and California Railroad Company* to sell or convey said lands to him or them in conformity with the terms hereof, or who may be in any other manner aggrieved in the premises, may hereafter apply to the Court, at the foot of said judgment and decree, for the enforcement thereof in his or their behalf.

SECOND.

That (unless, and except in so far as, said judgment and decree shall otherwise provide), each and all of the defendants herein, their officers and agents, be,

Forever enjoined and restrained from in any manner claiming or asserting any right, title, interest or lien in, to or upon the aforesaid lands and estates in lands, or any part thereof;

And forever enjoined and restrained from in any manner selling, or offering for sale, or conveying, or in any other manner disposing of, any of said lands or estates in lands, or from negotiating, executing or record-

ing any document or instrument, or doing any other act or thing, which shall in any manner affect the use or the title of any of said lands or estates in lands;

And forever enjoined and restrained from going upon any of said lands, and from cutting, removing, or in any other manner using any of the timber, trees or other natural products thereof, and from in any other manner committing waste thereupon, and from in any manner using or interfering with any of said lands or estates in lands, or any part thereof.

THIRD.

That the defendants Oregon and California Railroad Company, Southern Pacific Company, and Union Trust Company, and any other of the defendants who may have received the same, or any part thereof, do forthwith account for and pay over to your Orator, the United States of America, any and all sums of money which they or either of them may have realized or in any manner received or obtained from or by virtue of the sale or conveyance of any of the lands granted by either or any of said acts of Congress, or of any interest in any of said lands, to others than actual settlers, or in quantities exceeding one hundred and sixty acres or one quarter section to any one purchaser, or for a price exceeding the sum of two dollars and fifty cents per acre, together with lawful interest thereon from the time of the receipt thereof; that said last named defendants do forthwith account for and pay over to your Orator any and all sums of money and profits of every name and nature

whatsoever, which they or any of them may have realized or obtained from cutting down or in any other manner using the trees, timber or other natural products of any of said lands granted by either or any of said Acts of Congress, or in any other manner from the use, occupation, rents, issues, profits, accretions or increments of said lands, or any part thereof, and growing out of or from the possession thereof, or any interest or use therein, together with interest thereon from the time of the receipt thereof.

FOURTH.

That during the pendency of this suit, each of the defendants John L. Snyder, Julius F. Frahl, Albert E. Thompson, James Barr, Fred Witte, W. A. Anderson, W. H. Anderson, O. M. Anderson, F. E. Williams, Paul Birkenfeld, J. H. Lewis, Francis S. Wiser, W. E. Anderson, Albert Arms, Joseph A. Maxwell, Isaac McKay, J. R. Peterson, D. MacLafferty, Edgar MacLafferty, V. V. McAboy, George C. MacLafferty, George Edgar MacLafferty, E. L. MacLafferty, B. N. MacLafferty, Enos M. Fluhrer, F. W. Floeter, S. Shryock, Sidney Ben Smith, Orrin J. Lawrence, Robert G. Balderree, Oscar E. Smith, Egbert C. Lake, C. W. Sloat, Jesse F. Holbrook, A. E. Haudenschield, S. H. Montgomery, W. A. Noland, John H. Haggert, Charles W. Mead, William Otterstrom, Angus MacDonald, John T. Moan, Joseph D. Hadley, Henry C. Ott, Fred L. Freebing, William Cain, R. T. Aldrich, James C. O'Neill, Alexander Fauske, Francis Wiest,

Cordelia Michael, John B. Wiest, Cyrus Wiest, John Wiest, Thomas Manley Hill, Otto Nelson, Jasper L. Hewitt, B. L. Porter, Frank Wells, C. P. Wells, I. H. Ingram, L. G. Reeves, W. W. Wells, F. M. Rhoades, Marvin Martin, and Roy W. Minkler, and their respective attorneys, be enjoined and restrained from in any manner proceeding further in the suits instituted by them respectively as aforesaid, and particularly described in Exhibit P (which is hereby made a part of this prayer the same as if set forth in full herein) and that upon the final judgment and decree herein said last named defendants and each of them, and their attorneys, be permanently enjoined and restrained as aforesaid.

FIFTH.

That during the pendency of this suit, each of the defendants Oregon and California Railroad Company, Southern Pacific Company, Stephen T. Gage and Union Trust Company, their officers and agents, and all persons, firms and corporations claiming or to claim by, through or under said last named defendants, or either or any of them, be enjoined and restrained from using, occupying, leasing, or in any manner exercising dominion, use, ownership or occupation of, or in any manner whatsoever interfering with, any of said unsold lands, or any part thereof;

And be further enjoined and restrained from cutting, removing, selling, or in any manner whatsoever using, interfering with, or impairing the value of, any

of the trees or timber upon, or any other natural products of, said unsold lands, or any part thereof, and from in any manner committing waste upon any of said unsold lands, and particularly as to the timber and other natural products thereof;

And be further enjoined and restrained from selling, conveying, or offering for sale, and from leasing, or offering to lease, or in any other manner disposing of, any of said lands or estates in lands herein alleged to be forfeited to your Orator as aforesaid, or from negotiating, executing or recording any document or instrument, or doing any other act or thing, which shall in any manner affect the use or the title of any of said lands or estates in lands;

And be further enjoined and restrained from contracting with, inviting, inducing, or in any manner whatsoever permitting others to do any of the things aforesaid.

SIXTH.

That your Orator have such other and further relief as the equity of this case may require and to your Honors may seem meet and proper, together with the costs of this suit.

SEVENTH.

And your Orator prays that the defendants, and each of them, be required to make full disclosure and discovery of all the matters aforesaid; and according to the utmost and best of their knowledge, information

and belief, full, true, direct and perfect answer make (but not under oath, an answer under oath being hereby waived) to the matters and things hereinbefore stated and charged.

May it please Your Honors to grant unto your Orator a writ of subpoena directed to the said defendants, Oregon and California Railroad Company, Southern Pacific Company, Stephen T. Gage, Union Trust Company, John L. Snyder, Julius F. Prahl, Albert E. Thompson, James Barr, Fred Witte, W. A. Anderson, W. H. Anderson, O. M. Anderson, F. E. Williams, Paul Birkenfeld, J. H. Lewis, Francis S. Wiser, W. E. Anderson, Albert Arms, Joseph A. Maxwell, Isaac McKay, J. R. Peterson, D. MacLafferty, Edgar MacLafferty, V. V. McAboy, George C. MacLafferty, George Edgar MacLafferty, E. L. MacLafferty, B. N. MacLafferty, Enos M. Fluhrer, F. W. Floeter, S. Shryock, Sidney Ben Smith, Orrin J. Lawrence, Robert G. Balderree, Oscar E. Smith, Egbert C. Lake, C. W. Sloat, Jesse F. Holbrook, A. E. Haudenschield, S. H. Montgomery, W. A. Noland, John H. Haggett, Charles W. Mead, William Otterstrom, Angus MacDonald, John T. Moan, Joseph D. Hadley, Henry C. Ott, Fred L. Freebing, William Cain, R. T. Aldrich, James C. O'Neill, Alexander Fauske, Francis Wiest, Cordelia Michael, John B. Wiest, Cyrus Wiest, John Wiest, Thomas Manley Hill, Otto Nelson, Jasper L. Hewitt, B. L. Porter, Frank Wells, C. P. Wells, I. H. Ingram, L. G. Reeves, W. W. Wells, F. M. Rhoades, Marvin Martin, and Roy W. Minkler, and each of them,

commanding them on a day certain therein to be named, to appear and answer this bill, (but not under oath, an answer under oath being hereby waived) and to perform such order and decree in the premises as to the court may seem meet and as may be required by the principles of equity and good conscience.

CHARLES J. BONAPARTE,
Attorney General of the United States.
JOHN McCOURT,
United States Attorney for District of Oregon.

TRACY C. BECKER,
B. D. TOWNSEND,
Of counsel for complainant.

EXHIBITS

Exhibit A

Articles of Incorporation of the Oregon and California Railroad Company.

Know All Men by These Presents, That we, the undersigned corporators, Ben Holladay of New York, and Cicero H. Lewis, I. R. Moores, J. C. Hawthorne, and Medorem Crawford, of the State of Oregon, do, by these presents, associate ourselves together as a corporation and body politic, under and by virtue of the general incorporation law of the State of Oregon, approved October 14, A. D. 1862, and amendments thereto, and for such purpose we do, jointly and severally, hereby agree to and with each other to the following articles:

ARTICLE I.

The name assumed by this corporation, and by which it shall be known, is the "Oregon and California Railroad Company."

ARTICLE II.

The duration of this corporation shall be ninety-nine (99) years.

ARTICLE III.

The enterprise, business, pursuit and occupation in which this corporation proposes to engage is to construct a railroad and telegraph line, with all the necessary branches, sidetracks, fixtures, buildings, depots, stations and appurtenances, from Portland, in the State of Ore-

gon, and running thence southerly through the Willamette, Umpqua and Rogue River valleys to the California line on the southern boundary line of Oregon to connect with the railroad and telegraph line now being constructed northerly through the State of California by the California and Oregon Railroad Company toward the southern boundary of Oregon; and to purchase, own, construct, hold, equip, operate and use all necessary ferries on the line of such road over the Willamette and other rivers, and over any river or rivers on either side of the line of such railroad which may be necessary or proper in crossing freight and passengers to and from the said railroad; to maintain the said railroad and telegraph line in good order, condition and repair, and to operate the said railroad and employ the same and the said telegraph line in the business of transporting passengers and freight and the United States mails, and for the purposes aforesaid, to purchase, take and receive of and from the "Oregon Central Railroad Company," of Salem, Oregon, incorporated April 22, A. D. 1867, that portion of its railroad and telegraph line now completed, together with all the property, real, personal and mixed, and the right-of-way of such last named corporation of whatsoever name and nature, and all its rights and franchises of every name and nature, both legal and equitable, which the said last named corporation now has or owned, or to which it is in any way or manner entitled, or hereafter may be entitled to—whether the same is absolute or contingent, and particularly and especially all the right, title, interest, franchise, claim and demand

which the said Oregon Central Railroad Company, of Salem, Oregon, aforesaid, now has or is entitled to, and to which it may hereafter be entitled under and by virtue of an Act of Congress entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland, in Oregon," approved July 25, 1866, and of all amendments thereto. The purpose of this incorporation being to make such portion of the railroad and telegraph line of said "Oregon Central Railroad Company" which is now completed, a part of the line of railroad and telegraph which this corporation proposes to construct, as aforesaid, from Portland, Oregon, to the California line, and to construct and establish the whole thereof from Portland, in Oregon, to said California line in all respects in accordance with the Act of Congress hereinbefore referred to, and the amendments thereto, and for the purpose of receiving all the benefits of such Act of Congress and amendments thereto, and intended to be conferred thereby on the Oregon Company, and for the purpose of complying with all the provisions of such Act.

ARTICLE IV.

The principal office for the transaction of the business of this corporation shall be kept at the city of Portland, Multnomah County, State of Oregon.

ARTICLE V.

The amount of the capital stock of this corporation is hereby fixed at Twenty Million ($20,000,000) Dollars.

ARTICLE VI.

The amount of each share of such capital stock is hereby placed at One Hundred ($100) Dollars.

In Testimony Whereof, And of our adoption of the foregoing articles of incorporation, we, the undersigned corporators, have hereunto set our hands and seals this 16th day of March, A. D. 1870, in triplicate.

BEN HOLLADAY
CICERO H. LEWIS
I. R. MOORES,
J. C. HAWTHORNE
(Corporate Seal) MEDOREM CRAWFORD

STATE OF OREGON, }
County of Multnomah, } *ss.*

Be it remembered, that on this 16th day of March, A. D. 1870, personally appeared before me, the undersigned, a Notary Public in and for the county aforesaid, the above named corporators, Ben Holladay, Cicero H. Lewis, I. R. Moores, J. C. Hawthorne and Medorem Crawford, all to me personally known as being the persons named in, and who, as corporators, made and subscribed the foregoing articles of incorporation and severally acknowledged to me that they, and each of them, executed the foregoing articles of incorporation freely and voluntarily, and for the uses and purposes therein specified.

Witness my hand and official seal the day and year in this certificate first above written.

GEO. W. MURRAY,
(Seal) Notary Public.

Exhibit B

This indenture, made and entered into at Salem, in the County of Marion, and State of Oregon, this twenty-ninth (29th) day of March, A. D. One Thousand Eight Hundred and Seventy (1870), between the Oregon Central Railroad Company, a body corporate incorporated and organized at the city of Salem, in the County of Marion and State of Oregon, on the twenty-second (22d) day of April, A. D. One Thousand Eight Hundred and Sixty-Seven (1867), under and by virtue of the general incorporation law of the State of Oregon, approved October, A. D. One Thousand Eight Hundred and Sixty-Two, entitled, "An Act providing for private incorporation, and the appropriation of private property therefor," and amendments thereto, party of the first part, and the "Oregon and California Railroad Company" a body corporate incorporated and organized at the city of Portland in the County of Multnomah, and State of Oregon, on the seventeenth (17th) day of March, A. D. One Thousand Eight Hundred and Seventy (1870), under and by virtue of the general incorporation law of the State of Oregon aforesaid, and amendments aforesaid, party of the second part, witnesseth:

Whereas, The "Oregon Central Railroad Company," party of the first part herein, was on the 20th day of October, A. D. One Thousand Eight Hundred and Sixty-Eight (1868), duly designated by the Legislature of the State of Oregon, by a joint resolution thereof, as

the corporation to take, manage and receive the benefits of an Act of Congress making a grant of lands to aid in the construction of a railroad and telegraph line from Portland, in Oregon, to the Central Pacific Railroad in California, entitled, "An Act granting land to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland, in Oregon," approved July 25th, A. D. One Thousand Eight Hundred and Sixty-Six (1866), and

Whereas, the said "Oregon Central Railroad Company," party of the first part herein, did afterwards and in pursuance of the Act of Congress aforesaid, and of Acts amendatory thereof and supplemental thereto, duly file its assent in writing to the said Act of Congress, and all the provisions thereof, in the office of and with the Secretary of the Interior of the United States of America, at Washington City, District of Columbia; and the said corporation, "Oregon Central Railroad Company," of Salem, Oregon, party of the first part herein, was recognized by the Department of the Interior as the corporation in Oregon entitled to take and manage the congressional grant hereinbefore referred to, and receive the benefits thereof; and whereas, the said Orgon Central Railroad Company, party of the first part herein, did afterwards proceed to locate the line of said railroad and did locate the same for a long distance, and did prepare and file its maps in the office of the Secretary of the Interior, in strict accordance with all requirements of said Act of Congress of July 25th, 1866, and amendments thereto aforesaid, making such grant of lands and did, prior to the twenty-fifth (25th)

day of December, A. D. One Thousand Eight Hundred and Sixty-Nine (1869), fully and in all respects, as required by said Act of Congress and Acts amendatory thereof and supplemental thereto, complete the construction of twenty miles of its railroad and telegraph, to-wit:

Commencing at East Portland, in Multnomah County, in the State of Oregon, and running thence in a southerly direction twenty miles and over, and did stock and equip the same in all respects as required by said Act of Congress; and

Whereas, subsequently to December 24th, A. D. 1869, the Commissioners appointed by the President of the United States, under the power vested in him by said Act of Congress of July 25, 1866, aforesaid, to examine and report upon the railroad and telegraph line aforesaid, being built by said "Oregon Central Railroad Company," party of the first part herein, namely, E. R. Geary, Thos. A. Savier and James H. Fisk, did examine the said twenty miles of railroad and telegraph line, and did make their report thereon to the Government of the United States, as required by said Act of Congress aforesaid, approved July 25th, 1866, making such land grant, and the Acts amendatory thereof and supplemental thereto, which report was favorable, and the same was received and accepted by the Government of the United States; and the said twenty miles of railroad and telegraph line so completed and equipped, as aforesaid, were accepted by the Secretary of the Interior of the United States, and the lands granted by the Acts aforesaid, and to which the "Oregon Central Railroad

Company," party of the first part herein, was entitled by virtue of the Acts of Congress aforesaid, and the completion and acceptance of twenty miles of its road, were by an order of the Secretary of the Interior withdrawn from sale and private entry, and for the benefit of said "Oregon Central Railroad Company," party of the first part herein, its successors and assigns, as in and by said Acts of Congress aforesaid is provided; and

Whereas, said "Oregon Central Railroad Company," of the first part herein, have done large amounts of work toward the construction of its said road, and in addition to said twenty miles so completed, as aforesaid, in locating and grading the track of the same, and has acquired divers personal property, rights-of-way, franchises, privileges, credits and interests, real, personal and mixed, both legal and equitable, absolute and contingent, and

Whereas, the "Oregon and California Railroad Company," party of the second part herein, was incorporated and organized solely with a view of becoming the assignee of all the property, rights and franchises and privileges of the "Oregon Central Railroad Company," for reasons appearing in the subsequent recitals of this conveyance, and for the purpose of carrying out to successful completion the railroad and telegraph line commenced and partly completed as aforesaid, which "Oregon and California Railroad Company" is incorporated and organized in strict accordance with, and with special reference to, a full and complete compliance with said Act of Congress aforesaid, approved July 25th,

1866, and Acts amendatory thereof and supplemental thereto, as will more fully appear, reference being had to the articles of incorporation of such "Oregon and California Railroad Company," party of the second part herein, filed in the office of the Secretary of State of the State of Oregon on the seventeenth (17th) day of March, A. D. 1870, and there remaining of record, and made a part of this conveyance, and

Whereas, the Board of Directors of the "Oregon Central Railroad Company," party of the first part herein, did on the 28th day of March, A. D. One Thousand Eight Hundred and Seventy, (1870), at their office in the city of Salem, State of Oregon, at a meeting of such Board duly and legally called, unanimously adopt the following resolution, that is to say:

"Whereas, the following communication has this day been received by this company from the "Oregon and California Railroad Company," a corporation incorporated and organized at Portland, Oregon, March 17, 1870, for the purpose of constructing a railroad and telegraph line from Portland, Oregon, southerly through the Willamette, Umpqua and Rogue River Valleys, to the south boundary of Oregon, in accordance with an act of Congress approved July 25th, A. D. 1866, granting land for such purpose, and amendments thereto, to-wit:

" 'Office of Oregon and California Railroad Company, Portland, Oregon, March 28th, 1970, to the President and Board of Directors of the Oregon Central Railroad Company, of Salem, Oregon,

" 'Gentlemen: I respectfully beg leave to submit for your consideration the following proposition from the "Oregon and California Railroad Company," which I do in the form of the following resolution of the Board of Directors of that corporation passed March 26th, A. D. 1870, at the office of their company in Portland, to-wit:

" 'Resolved, That the President of this company be and he is hereby authorized and instructed to enter into negotiations with the "Oregon Central Railroad Company" of Salem, Oregon, incorporated April 22nd, 1867, for the purchase by this company of the railroad of such corporation now partly completed, and in progress of construction, including all the rolling stock and other property connected therewith, and including also all the property, real, personal and mixed, now owned by such "Oregon Central Railroad Company," or to which it may in anywise be entitled, and including also all franchises of the said corporation which it now owns or to which it is or may be entitled, by virtue of any act or resolution of Congress, or of the Legislature of the state of Oregon, or in any way or manner; and for such purpose the President of this company is further authorized to agree in writing in the name of this corporation, and under its seal for such purchase by and transfer to, this Company of all such property, rights and franchises upon the following terms, to-wit:

" 'That in consideration of such conveyance, transfer and delivery to this company, it shall agree to and with its directors and stockholders to assume and shall assume and agree to pay all the debts and liabilities of such "Oregon Central Railroad Company" as the same mature

and become due and payable, of whatever name and nature, and this company shall indemnify and forever keep harmless the said "Oregon Central Railroad Company," from any and all such payments, and from all liabilities whatever of every name and nature, for which said "Oregon Central Railroad Company" may be liable at the date of the acceptance of these propositions. To the propositions contained in the foregoing resolution, an early answer is desired.

" 'Very respectfully,

" 'BEN HOLLADAY,

" 'President of Oregon and California Railroad Company.'

And Whereas, this Company is today indebted in a large amount, to-wit: in a sum not less than Eight Hundred Thousand ($800,000) Dollars, nor more than One Million ($1,000,000) Dollars in gold coin of the United States, and which former sum is equivalent in value under existing circumstances to that of all the property and franchises owned or possessed by this Company, or to which it is in any wise entitled;

"And whereas, there has heretofore existed divers controversies in the courts and there is one suit still pending of a similar nature, wherein the right of this company to use its corporate name, has been and is questioned by another company, and by reason whereof the securities of this company have been weakened and rendered comparatively valueless; and which have prevented this company and its contractors from negotiating the same;

and from proceeding with the construction of its railroad, and which have resulted in this company being driven to a cancellation of its contracts for the construction thereof;

"Therefore, Resolved, that it is the judgment of this Board that it is for the best interest of this company, and all its stockholders, to accept the proposition embodied in the foregoing communication.

"Resolved, that this company do, (subject, however, to approval by a majority vote of the stock of this corporation) accept the foregoing proposition of the 'Oregon and California Railroad Company.'

"Resolved, that the President and Secretary of this company be and they are hereby authorized and directed to enter into an agreement in writing in the name of this company, with said 'Oregon and California Railroad Company,' for a sale of all the property and franchises of this corporation upon the terms embodied in the foregoing proposition, which agreement shall, however, be subject to the approval, or disapproval of a vote of a majority of the stock in this company at a stockholders meeting hereafter to be held."

And Whereas, in pursuance of such last named resolution of the Board of Directors of the "Oregon Central Railroad Company, party of the first part herein, an agreement in writing was entered into between the "Oregon Central Railroad Company," party of the first part herein, and the "Oregon and California Railroad Company," party of the second part herein, which agreement

bears date March 28th, A. D. One Thousand Eight Hundred and Seventy, (1870), and of which the following is a literal copy, to-wit:

"Articles of Agreement made and entered into this 28th day of March, A. D. 1870, between the 'Oregon Central Railroad Company,' a corporation incorporated at Salem, on the 22nd day of April, A. D. 1867, under the general incorporation law of the State of Oregon, and amendments thereto, party of the first part, and the 'Oregon and California Railroad Company,' a corporation incorporated at Portland, Oregon, on the 17th day of March, A. D. 1870, under the laws of Oregon aforesaid, party of the second part,

"Whereas, the party of the first part herein is the owner of the 'Oregon Central Railroad,' partly completed and in course of construction, and rolling stock and other valuable property and franchises, including all the rights, privileges, benefits, franchises and immunities granted and conferred on the Oregon Company by an Act approved July 25th, 1866, entitled 'An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland in Oregon,' approved July 25th, A. D. 1866, and amendments thereto, and,

"Whereas, said 'Oregon Central Railroad Company,' party of the first part herein, is largely indebted to divers persons but principally to Ben Holladay and company in an amount not less than Eight Hundred Thousand ($800,000) Dollars, nor more than One Million ($1,000,-

000) Dollars, the exact amount of which is to be hereafter ascertained, and,

"Whereas, it has been agreed, as will more fully appear by the following communication and propositions presented to the 'Oregon Central Railroad Company,' party of the first part herein, by the 'Oregon and California Railroad Company,' party of the second part herein and the resolution of the Board of Directors of the said Oregon Central Railroad Company, party of the first part, in answer thereto, that the said 'Oregon Central Railroad Company,' party of the first part, shall sell and convey unto said 'Oregon and California Railroad Company,' party of the second part, all of the railroad and other property, both real and personal, and all the rights, franchises, privileges and property whatsoever of every name, nature and character, in consideration of an agreement upon the part of the 'Oregon and California Railroad Company' to assume and pay, as they may mature and become due, all the debts and liabilities of every name and nature of the said 'Oregon Central Railroad Company,' and the further agreement to forever save, indemnify and keep harmless the said 'Oregon Central Railroad Company' and its stockholders and directors from all such debts and liabilities; which communication and proposition so made, as aforesaid, are as follows:

" 'Office of Oregon and California Railroad Company, Portland, Oregon, March 28th, 1870. To the President and Board of Directors of the Oregon Central Railroad Company, of Salem, Oregon.

" 'Gentlemen: I respectfully beg leave to submit for your consideration the following proposition from the 'Oregon and California Railroad Company,' which I do in the form of the following resolution of the Board of Directors of that corporation passed March 26th, A. D. 1870, at the office of their company in Portland, Oregon, to-wit:

" 'Resolved, that the President of this Company be and he is hereby authorized and instructed to enter into negotiations with the "Oregon Central Railroad Company," of Salem, Oregon, incorporated April 22nd, 1867, for the purchase by this company of the railroad of such corporation, now partly completed and in progress of construction, including all its rolling stock and other property connected therewith and including also all the property, real, personal and mixed, now owned by such "Oregon Central Railroad Company," or to which it may in anywise be entitled and including also all franchises of the said corporation, which it now owns or to which it is or may be entitled by virtue of any act or resolution of Congress or of the Legislature of the State of Oregon; or in any other way or manner; and for such purpose the President of this company is further authorized to agree in writing in the name of this corporation and under its seal for such purchase by and transfer to this company of all such property, rights and franchises upon the following terms, to-wit:

" 'That in consideration of such conveyance, transfer and delivery to this company, it shall agree to with said "Oregon Central Railroad Company," and to and with

its directors and stockholders, to assume and agree to pay all the debts and liabilities of such "Oregon Central Railroad Company," as the same mature and become due and payable, of whatsoever name and nature, and this company shall also indemnify, save and keep harmless the said "Oregon Central Railroad Company," from any and all such payments and from all liabilities whatever, of every name and nature, for which said "Oregon Central Railroad Company" may be liable at the date of the acceptance of these propositions'; and

"Whereas, in response to the foregoing communication the said 'Oregon Central Railroad Company' did, on the 28th day of March, A. D. 1870, by the Board of Directors, adopt the following resolution, to-wit:

" 'Whereas, the following communication has this day been received by this company from the "Oregon and California Railroad Company," a corporation incorporated and organized at Portland, Oregon, March 17th, 1870, for the purpose of constructing a railroad and telegraph line from Portland, Oregon, southerly through the Willamette, Umpqua and Rogue River Valleys to the south boundary of Oregon, in accordance with an Act of Congress approved July 25th, A. D. 1866, granting lands for such purpose and amendments thereto, to-wit:

" 'Office of Oregon and California Railroad Company, Portland, Oregon, March 28th, 1870. To the President and Board of Directors of the Oregon Central Railroad Company—Gentlemen: I respectfully beg leave to submit to your consideration the following prop-

osition from the "Oregon and California Railroad Company," which I do in the form of the following resolution of the Board of Directors of that corporation, passed March 26th, A. D. 1870, at the office of their company in Portland, to-wit:

" 'Resolved, that the President of this company be and he is hereby authorized and instructed to enter into negotiations with the "Oregon Central Railroad Company," of Salem, Oregon, incorporated April 22nd, 1867, for the purchase by this company of the railroad of such corporation now partly completed and in progress of construction, including all the rolling stock and other property connected therewith and including also all the property, real, personal and mixed, now owned by such "Oregon Central Railroad Company," or to which it may in any wise be entitled, and including also all franchises of said corporation which it now owns or to which it is or may be entitled by virtue of any Act or Resolution of Congress or of the Legislature of the State of Oregon, or in any way or manner; and for such purpose the President of this company is further authorized to agree in writing in the name of this corporation and under its seal for such purchase by and transfer to this company of all such property, rights and franchises, upon the following terms, to-wit:

" 'That in consideration of such conveyance, transfer and delivery to this company, it shall agree to and with said "Oregon Central Railroad Company," and with its directors and stockholders to assume and shall

assume and agree to pay all the debts and liabilities of such "Oregon Central Railroad Company" as they mature and become due and payable, of whatever name and nature, and this company shall also indemnify and forever keep harmless the said "Oregon Central Railroad Company" from any and all such payments, and from all liabilities whatever of every name and nature, for which said "Oregon Central Railroad Company" may be liable at the date of the acceptance of these propositions. To the proposition contained in the foregoing resolution, an early answer is desired. Very respectfully, (Signed) Ben Holladay, President of Oregon and California Railroad Company; and

" 'Whereas, this company is today indebted in a large amount, to-wit: a sum not less than Eight Hundred Thousand ($800,000) Dollars, nor more than One Million ($1,000,000) Dollars in gold coin of the United States, and which former sum is equivalent in value under existing circumstances to that of all the property and franchises owned or possessed by this company, or to which it is anywise entitled; and

" 'Whereas, there has heretofore existed divers controversies in the courts, and there is one suit still pending of a similar nature wherein the right of this company to use its corporate name has been and is questioned by another company, and by reason whereof the securities of this company have been weakened and rendered comparatively valueless, and which have prevented this company and its contractors from negotiating the same and from proceeding with the construction of its

railroad, and which have resulted in this company being driven to a cancelation of its contracts for the construction thereof;

" 'Therefore, Resolved, that it is the judgment of this Board that it is for the best interest of this company and all of its stockholders to accept the proposition embodied in the foregoing communication.

" 'Resolved, that this company do (subject, however, to approval by a majority vote of the stock of this corporation) accept the foregoing proposition of the "Oregon and California Railroad Company."

" 'Resolved, that the President and Secretary of this company be and they are hereby authorized and directed to enter into an agreement in writing in the name of this company with said "Oregon and California Railroad Company" for a sale of all the property and franchises of this corporation upon the terms embodied in the foregoing propositions, which agreement shall, however, be subject to the approval or disapproval of a vote of a majority of the stock in this company at a stockholders' meeting hereafter to be held.'

"Therefore, in consideration of the premises and of the valuable considerations moving from one to the other, as hereinbefore stated, the said 'Oregon Central Railroad Company,' party of the first part, does hereby sell and agree to convey within one week from this date, to the 'Oregon and California Railroad Company,' party of the second part herein, the whole of the Oregon Central Railroad and telegraph line and all the rolling stock

of such road, and also all property both real, personal and mixed, now owned by the 'Oregon Central Railroad Company,' of whatever name and nature, and all the rights of way, privileges, franchises and interests whatever, both legal and equitable, which the said corporation, party of the first part herein, now has or owns, and especially all the lands, rights, franchises, privileges, emoluments and benefits whatever which the 'Oregon Central Railroad Company,' party of the first part herein, now has or owns, or to which it is or may be entitled either legally or equitably, by virtue of the Acts of Congress aforesaid, or either or any of them, or of any other acts of Congress, or of any act or resolution of the Legislature of the State of Oregon, or of the decision of any of the federal or state departments, or of the federal or state courts.

"In consideration whereof, the said 'Oregon and California Railroad Company' party of the second part herein, hereby covenants and agrees to and with said 'Oregon Central Railroad Company,' party of the first part, to assume and agree to pay, and it does hereby assume and agree to pay to whomsoever owing, or may hereafter be due or owing, whenever the same becomes due and payable, all of the debts, obligations and liabilities whatsoever of the said 'Oregon Central Railroad Company,' of whatsoever name, nature or amount, and in the gold coin of the United States, and the 'Oregon and California Railroad Company' does further hereby covenant and agree to and with the 'Oregon Central Railroad Company,' party of the first part, to indemnify

and forever save and keep harmless the said 'Oregon Central Railroad Company' against the payment at any time hereafter of any claims, demand or demands that now exist, or which may at any time hereafter arise or come against such last named corporation, and against all loss, expenses, costs, disbursements and damages whatsoever which the party of the first part may at any time hereafter be called upon to incur or pay by reason of any such claim or demand.

"In Testimony Whereof, the parties hereto, the 'Oregon Central Railroad Company,' party of the first part, by and through its President, I. R. Moores, and George E. Cole, its Secretary, and the 'Oregon and California Railroad Company,' party of the second part, by and through its President, Ben Holladay, and its Secretary, A. G. Cunningham, all of such officers being hereunto duly authorized and empowered as aforesaid, have each caused their names, together with the signatures of the said officers respectively, to be hereto subscribed and their corporate seals attached, this 28th day of March, A. D. 1870.

"Oregon Central Railroad Company,
"(Sd.) by I. R. Moores, President.

(Seal) "Oregon Central Railroad Company,
"O.C.R.R.Co. "(Sd.) by Geo. E. Cole, Secretary.

"Oregon and California Railroad Company,
"(Sd.) Ben Holladay, President.

(Seal) "Oregon and California Railroad Company.
O.&C.R.R.Co. "(Sd.) by A. G. Cunningham,
"Secretary."

And, Whereas, in pursuance of such resolution aforesaid, of the Board of Directors of the "Oregon Central Railroad Company," party of the first part herein, and of the said contract and agreement aforesaid entered into between the said Oregon Central Railroad Company, party of the first part herein, and the said "Oregon and California Railroad Company," party of the second part herein, and in affirmance of such resolution and such contract, the stockholders of the "Oregon Central Railroad Company," party of the first part herein, did by a vote of over two-thirds of the whole capital stock of such corporation, at a meeting of such stockholders, duly and legally called for such purpose, and held at the office of such company in Salem, State of Oregon, on Monday, March 28th, A. D. 1870, at 7 o'clock P. M., unanimously adopt the following resolutions, to-wit:

"Whereas, the directors of this corporation did, at a meeting of their Board, regularly called for such purpose, and held at the office of the company in Salem, Oregon, on the 14th day of March, A. D. 1870, by a unanimous vote adopt the following resolutions:

"Resolved that a meeting of the stockholders of the Oregon Central Railroad Company of Salem, Oregon, be and the same is hereby called to be held at the office of the company in Salem, Oregon, on Monday, the 28th day of March A. D. 1870, at seven (7) o'clock P. M., for the purpose of considering the propriety of, and authorizing the dissolution of such corporation, the settling of its business, disposing of its property, and the division of its capital stock;

"Resolved, that the Secretary of this company be and he is hereby authorized and directed to give notice of such meeting and of the purpose thereof by publication of the same ten days in the following daily newspapers, to-wit: the Daily Oregonian and the daily Herald, published at Portland, Oregon, and the Daily Statesman, published at Salem, Oregon;"

And, Whereas, in pursuance of such order of the Board of Directors, the following notice was duly published as prescribed by such Board of Directors by the Secretary of this corporation for the period of ten days, in each of the following named newspapers, to-wit: the Daily Oregonian and the daily Herald of Portland, Oregon, and the daily Statesman, of Salem, Oregon:

"Notice to the Stockholders of the 'Oregon Central Railroad Company' of Salem, Oregon:

"At a regular meeting of the Board of Directors of the 'Oregon Central Railroad Company' of Salem, Oregon, on the 14th day of March, A. D. 1870, the following resolution was unanimously adopted, to-wit:

"Resolved, that a meeting of the stockholders of the 'Oregon Central Railroad Company' of Salem, Oregon, be, and the same is hereby called to be held at the office of the company in Salem, Oregon, on Monday, the 28th day of March, A. D. 1870, at seven (7) o'clock P. M., for the purpose of determining the propriety of and authorizing the dissolution of such corporation, the settling of its business, disposing of its property, and the division of its capital stock.

"Therefore, all stockholders in the 'Oregon Central Railroad Company' of Salem, Oregon, are hereby notified and requested to appear at the office of such company in Salem, Oregon, on Monday, the 28th day of March, A. D. 1870, at seven (7) o'clock P. M., for the purpose of attending to the transaction of the business specified in the foregoing resolution. By order of the Board of Directors.

"(Signed) I. R. Moores, President, O. C. R. R. Co.

"George E. Cole, Secretary, O. C. R. R. Co."

And, Whereas, in pursuance of such call of the Board of Directors and such notice, there are now here present the following named stockholders in this corporation, each holding, owning and representing the number of shares of stock in this corporation, as hereinafter specified, and constituting in all more than two-thirds of the whole capital stock of this corporation, to-wit: Ben Holladay and company, the owners and holders of sixty-four thousand six hundred and sixty-one (64,661) shares of such stock—that is to say, fourteen thousand five hundred (14,500) shares of the preferred interest bearing stock and 50,161 shares of the common; and J. H. Dothitt, the owner and holder of one share, and each of the following named stockholders, each of whom owns and represents one share; that is to say: J. H. Moores, I. R. Moores, E. N. Cooke, A. L. Lovejoy, Geo. L. Woods, John F. Miller, Geo. W. Weidler, A. Bush, J. C. Hawthorne, George S. Cole, Jacob Conser, J. H. Foster.

And, Whereas, a corporation has been duly incorpo-

rated and organized under the general incorporation law of this State, and the amendments thereto, for the purpose of constructing and operating a railroad and telegraph line from Portland, Oregon, southerly through the Willamette, Umpqua and Rogue River valleys, to the California line on the southern boundary of Oregon; which corporation has been organized by stockholders herein, representing and controlling over two-thirds of the whole capital stock hereof, and for the sole purpose of carrying out to successful completion the enterprise for which this corporation was originally formed; the reason for the formation of such new corporation being to avoid the embarrassments and impediments constantly being thrown in the way of this enterprise by certain persons who claim falsely to be a corporation under the laws of Oregon under the name of the Oregon Central Railroad Company, and who have heretofore disputed, and still are disputing the right of this corporation to the use of such name; and although such claim upon the part of such alleged corporation is and ever has been illegal, inequitable, unjust and based upon a gross fraud; and although such alleged corporation has heretofore uniformly failed in its attempts in court to restrain by legal process our use of such name, and while we believe that all future attempts will be met by like results, yet we are conscious of the fact that such persons who claim to be such corporation have not only the disposition, but the power, by vexatious actions and suits in divers courts, wherein the right to use our corporate name may be questioned, to annoy and harrass this corporation and embarrass its operations, impede the

construction of its enterprise, weaken and cloud its securities, and injure its credit;

And, Whereas, in consideration of the premises, it is deemed advisable by the stockholders hereinbefore mentioned, and all now present, to dissolve this corporation and settle up its business, and sell, dispose of, assign, transfer and convey unto the said "Oregon and California Railroad Company," such being the name of the corporation so formed, as aforesaid, all the property, real, personal and mixed, and all the franchises, rights credits, privileges and emoluments of whatsoever name and nature, owned by or in anywise belonging to this corporation, as per terms of a written agreement between the two corporations for such purchase, dated the 28th day of March, A. D. 1870. Therefore:

Resolved, That the "Oregon Central Railroad Company," of Salem, Oregon, incorporated April 22nd, 1867, be and the same is hereby dissolved, to take effect upon the settlement of its business and the sale, transfer and conveyance of its property and franchises as hereinafter specified.

Resolved, That the President and Secretary of this corporation be and they are hereby authorized, empowered and directed to immediately, and as soon as practicable, settle all the business of this corporation, and

Whereas, this corporation has, in and for the consideration of the written covenants and agreements upon the part of the "Oregon and California Railroad Com-

pany," to pay all the debts, demands and liabilities of this company, of every name and nature, as the same mature or become due, and in and for the further consideration of the covenants of such corporation to forever save, indemnify and keep harmless this company from all claims and demands whatsoever, bargained and sold to such "Oregon and California Railroad Company," all the property, real and personal, rights and franchises, credits and interests, legal and equitable, determined, absolute and contingent, of every name and nature, now owned by or belonging to this corporation; therefore,

Resolved, Further, That the written contract heretofore entered into between this company and the said "Oregon and California Railroad Company," for the sale and transfer of all the property of this company to such corporation, be and the same is hereby ratified and confirmed; and that I. R. Moores, present President of this corporation, and George E. Cole, present Secretary thereof, in consideration of the covenants and agreements aforesaid on the part of said "Oregon and California Railroad Company," to pay all the debts and liabilities of this company of every name and nature, be and they are hereby authorized, empowered and directed for this corporation and in its corporate name, and as its President and Secretary, and under its corporate seal, and for the use and benefit of its stockholders, to sell, assign, transfer, set over, convey and deliver to the said "Oregon and California Railroad Company," of Portland, Oregon, all the property, real, personal and

mixed, of whatever name and nature, both legal and equitable, absolute and contingent, and all donations, rights, credits, accounts and interests whatever, now owned by or in any wise belonging to this corporation, and all franchises and interests whatever by it possessed or owned; and especially to sell, assign, transfer, set over and convey, in the name of this corporation, to-wit: "Oregon Central Railroad Company," and under its corporate seal, unto the said "Oregon and California Railroad Company," of Portland, Oregon, its successors and assigns, all the lands, rights, titles, franchises, interests, claims, property and demand whatsoever, both legal, equitable, present and prospective, absolute and contingent, which this corporation, the "Oregon Central Railroad Company," of Salem, Oregon, now has, owns or possesses or to which it is now of right entitled, either legally or equitably, or to which it may at any time hereafter become entitled, in and to the franchise and grant of lands made by the Congress of the United States to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon, by an Act entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon," approved July 25th, A. D. 1866, and amendments thereto; this corporation having been duly designated by the Legislature of Oregon, in pursuance of the requirements of such Act of Congress, with full power and authority to include in such sale, assignment, transfer and conveyance all right,

title and interest of every name and nature, which this corporation now has, or to which it is either legally or equitably entitled, or at any time hereafter may be, either in whole or in part, to the ownership, management and control of the lands, franchises and benefits granted or conferred by such act of Congress and amendments thereto; and

Whereas, the present indebtedness of this company exceeds the sum of Eight Hundred Thousand ($800,000) Dollars in U. S. gold coin, the whole of which amount said "Oregon and California Railroad Company" have assumed and agreed to pay, and to forever save, indemnify and keep harmless this company against all liability and damages by reason thereof, in consideration of this transfer and sale to said corporation, of all the property and corporate franchises of this corporation, and

Whereas, it is the judgment of this meeting that the assumption of such indebtedness is a full, complete and adequate consideration for all the property and corporate rights and franchises of this company hereby directed to be transferred and conveyed, and that the best interests of all the stockholders herein are subserved by the cancellation of the said indebtedness; and

Whereas, there being no money or property to apportion among the several stockholders of this company after the disposal of its property and the payment of its liabilities, as aforesaid, and the business of this company being about to suspend; therefore,

Resolved, That the whole capital stock of this corporation, both preferred interest bearing and common stock, be and the same is hereby canceled, and the holders thereof are hereby directed to surrender the certificate thereof to the Secrtary of this corporation; and such Secretary is hereby directed to cancel each certificate by writing in red ink across the face of each thereof these words: "Surrendered and cancelled by order of a resolution of the stockholders;" adding thereto the date and his name and title of his office; and

Resolved, That from and after the date of the delivery of such conveyance, assignment and transfer to the said "Oregon and California Railroad Company," this corporation, to-wit, the "Oregon Central Railroad Company," of Salem, Oregon, shall be dissolved; and

Whereas, the Board of Directors of the "Oregon Central Railroad Company," party of the first part, did, at a meeting of such Board, legally called at their office in Salem, Oregon, on the 29th day of March, A. D. 1870, unanimously adopt the following resolution:

"Resolved, that I. R. Moores, President, and Geo. E. Cole, Secretary of this company, be and they are hereby authorized and directed to make, execute and deliver to the 'Oregon and California Railroad Company' of Portland, Oregon, in the name of this corporation and under its corporate seal and under their signatures as such President and Secretary, a good and sufficient deed of conveyance of all the property and franchises of this company, of whatever name and nature, real, personal

and mixed, and of all its rights, credits and interests whatsoever, in accordance with the contract heretofore entered into with such corporation for such sale, assignment, transfer and conveyance, and in accordance with the resolution of the stockholders of this corporation adopted this 28th day of March, A. D. 1870, affirming such sale and directing such conveyance."

Therefore, in consideration of the premises and of the assumption on the part of the "Oregon and California Railroad Company," party of the second part herein, of all the debts and liabilities of the "Oregon Central Railroad Company," party of the first part herein, of whatsoever name or nature, and of the covenant and agreement upon the part of such "Oregon and California Railroad Company," to pay all debts, liabilities, claims, damages and demands whatsoever, of every name and nature, for which the "Oregon Central Railroad Company," party of the first part herein, is now or at any time hereafter may be made liable; and the further covenant to forever save, indemnify and hold harmless the said "Oregon Central Railroad Company," party of the first part herein, and its directors and stockholders, against all loss, damages, costs, expenses and disbursements by reason of any such claim, liabilities or demands, all which agreements and covenants are, by the acceptance of this deed of conveyance by said "Oregon and California Railroad Company," party of the second part herein, by such corporation recognized and agreed, and in and for the further consideration of the mutual covenants and agreements of the parties hereto, as aforesaid;

and of the further consideration of the sum of One Dollar in hand paid by the said "Oregon and California Railroad Company," party of the second part herein, to the said "Oregon Central Railroad Company," party of the first part, and the receipt whereof is hereby acknowledged, the said "Oregon Central Railroad Company," party of the first part herein, by I. R. Moores, its President, and George E. Cole, its Secretary, both being thereto duly authorized and empowered, as aforesaid, for itself, the said "Oregon Central Railroad Company," corporation aforesaid, and party of the first part herein, and for its successors, has granted, bargained, sold, aliened, assigned, transferred, set over, enfeoffed, conveyed, delivered and confirmed, and by these presents it does hereby grant, bargain, sell, alien, assign, transfer, set over, enfeoff, convey, deliver and confirm to the "Oregon and California Railroad Company," party of the second part herein, and to its successors and assigns, all and singular, the railroad and telegraph line of the said "Oregon Central Railroad Company," party of the first part herein, now constructed from a point in the town of East Portland, in Multnomah County, State of Oregon, opposite the city of Portland, a distance of over twenty miles, running southerly to a point in Clackamas County, State of Oregon, together with all and singular the extensions of such railroad of the said party of the first part, now in progress of construction north and south from the termini of the said twenty miles completed, as aforesaid, to-wit: The whole line of the said railroad and right and

franchises of the said party of the first part to construct a railroad and telegraph line from Portland, in Oregon, southerly through the Willamette, Umpqua and Rogue River valleys to the southern boundary of Oregon on the California line; together with all its lands, tenements and hereditaments acquired and appropriated, whether acquired by purchase, gift, by voluntary conveyance, or the judgment or decree of any court, or which shall hereafter be acquired or appropriated for the purpose of right-of-way for a single or double track railroad, and all the appurtenances thereunto belonging; and also all its lands acquired, or which hereafter shall be acquired, for depots, engine houses, machine shops, superstructures, erections and fixtures, and also all and singular the whole of the property of every name and nature, real, personal and mixed, now owned by the party of the first part herein, or to which it has any right, either legal or equitable, absolute or contingent; and also all and singular the franchises, rights and privileges now owned, possessed or acquired, or to which the said party of the first part has any right or title, either legal or equitable, absolute or contingent; and also all the rails, bridges, ways, piers, depots, engine houses, car houses, station houses, warehouse, machine shops, work shops, mills, machinery, engines, tackle, tools, erections, superstructures, fixtures, privileges, franchises and rights of said party of the first part, and all the lands, tenements, hereditaments and real estate wheresoever and whatsoever now owned by said party of the first part, or to which it has any right, legal or equitable, absolute or contingent, and

all and singular the locomotives, passenger cars, freight cars, and all other cars, carriages, tools, machinery and equipments for said railroad, and now owned by said "Oregon Central Railroad Company," party of the first part herein; and also all goods and chattels, horses, mules, carts, drays, oxen, all live stock, and all implements of every name and nature, heretofore or now used in and about the construction of such railroad and telegraph line, and all rolling stock of every kind and description now owned by said party of the first part, together with all rents, issues, income, profits, money, rights, benefits and advantages derived or to be derived, had or received, therefrom by said party of the first part; also all donations and agreements to give, pay or transfer to the party of the first part, any moneys, lands, tenements or other property with full power and authority to enforce the collection and transfer of the same. And also and especially all the lands, rights, title, franchise, interest, claim, property and demand whatsoever, both legal and equitable, present and prospective, absolute and contingent, which the "Oregon Central Railroad Company," party of the first part herein, now has, owns or possesses, or to which it is now of right entitled legally or equitably, or to which it may at any time hereafter become entitled, in and to the franchise and grant of lands made by the Congress of the United States to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon, by an Act entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the

Central Pacific Railroad in California to Portland, in Oregon," approved July 25, A. D. One Thousand Eight Hundred and Sixty-six (1866) and amendments thereto; and also all the lands included in such grant and all the right, title and interest which the party of the first part now has to the same, hereby giving, granting and assigning unto said party of the second part all the right, title, interest and claim which the party of the first part now has in or to the lands, franchises, property, benefits and emoluments granted or intended to be granted by virtue of the Act of Congress aforesaid, and the acts amendatory thereof, or supplemental thereto; also all the right, title and franchise which the party of the first part has for any purpose whatever by virtue of any act or resolution of the Legislature of the State of Oregon, or the judgment or decree of any court, either state or federal.

To have and to hold the said premises, franchises and property, and every part thereof, unto the said "Oregon and California Railroad Company," party of the second part herein, its successors and assigns forever.

In Witness Whereof the said "Oregon Central Railroad Company," party of the first part herein, has caused its corporate seal to be affixed to these presents, and the same to be signed by its President and Secretary by resolution of the Board of Directors thereof, and also by resolution of the stockholders thereof at Salem, Marion County, state of Oregon, this twenty-ninth (29th) day of March in the year of our Lord, One Thousand Eight Hundred and Seventy (1870).

Signed, Sealed and Delivered
in presence of us
J. H. Mitchell
Memory N. Chapman.

Oregon Central Railroad Company,
By I. R. Moores, President.
Oregon Central Railroad Company,
By Geo. E. Cole, Secretary.

(Seal, O. C. R. R. Co.)

STATE OF OREGON }
County of Marion, } *ss.*

Be it remembered that on this twenty-ninth (29th) day of March, A. D. One Thousand Eight Hundred and Seventy (1870), before me, M. N. Chapman, a Notary Public in and for the State of Oregon for the County of Marion, duly commissioned and qualified, personally appeared the above named I. R. Moores, President of the "Oregon Central Railroad Company," and Geo. E. Cole, Secretary of the "Oregon Central Railroad Company," named in the foregoing indenture, and whose names are subscribed to the foregoing instrument, both personally known to me to be the individuals described in and who executed the said instrument, and they severally acknowledged to me that he, the said I. R. Moores, as President of the "Oregon Central Railroad Company," and he, the said Geo. E. Cole, as Secretary of the said "Oregon Central Railroad Company," executed the foregoing conveyance as and for the act and deed of

the said "Oregon Central Railroad Company," freely and voluntarily and for the uses and purposes therein mentioned. And the said Geo. E. Cole, being duly sworn, did depose and say, that he is the Secretary of the "Oregon Central Railroad Company," and resides at Portland, Oregon; that he is acquainted with the corporate seal of said company; that the said seal affixed to the foregoing conveyance is such genuine corporate seal; that he affixed the same as Secretary of said company on the twenty-ninth day of March, A. D. 1870, by order of the Board of Directors of said company, ratified, and affirmed by an order of the stockholders thereof, and that he signed his name as Secretary to said conveyance by like orders.

In Witness Whereof, I have hereunto subscribed my name and affixed my Notarial Seal the day and year first above written.

(Notarial Seal.) MEMORY N. CHAPMAN,
Notary Public.

(U. S. R. S. 5c canceled M. N. C., March 29, 1870.)

Exhibit C

This indenture made and entered into this sixth day of October, in the year of our Lord, One Thousand Eight Hundred and Eighty, between the Oregon Central Railroad Company, of Portland, Oregon, a corporation duly incorporated and organized under the laws of the State of Oregon, party of the first part, and the Oregon and California Railroad Company, of Portland, Oregon, a like corporation duly incorporated and organized under the laws of the State of Oregon, party of the second part,

Witnesseth, That said party of the first part, the said Oregon Central Railroad Company, under, pursuant to and by virtue of the power and authority conferred upon it and invested in it by the laws of the State of Oregon, and pursuant to and by authority of resolutions duly passed at a meeting of its stockholders duly called and held at its offices in Portland, Oregon, on the 6th day of October, A. D. 1880, and of resolution of its Board of Directors duly passed at a meeting of said Board, duly held at the office of said Company, the 6th day of October, A. D. 1880, among other things authorizing the sale and conveyance of the property hereinafter described to the party of the second part,

And in consideration of the covenants and agreements of the party of the second part, hereinafter contained, and the sum of Ten Dollars in U. S. gold coin to it in hand paid by the party of the second part at and

before the ensealing and delivering of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, set over, enfeoffed, conveyed and confirmed, and doth hereby grant, bargain, sell, assign, transfer, set over, enfeoff, convey and confirm unto the party of the second part and its successors and assigns forever, all the railroad of the said party of the first part heretofore constructed, extending from Portland, Oregon, to St. Joseph, in Yamhill County, in the State of Oregon, a distance of forty-eight miles, together with all its lands, tenements, and hereditaments acquired and appropriated for the purpose of a right-of-way for its railroad and for stations, depots, turntables and other railroad purposes, and all the appurtenances thereunto belonging.

And also all its lands not heretofore conveyed, by it acquired and which it shall hereafter acquire or to which it is entitled under and pursuant to the provisions of the Act of Congress of the United States of America entitled "An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," approved May fourth, One Thousand Eight Hundred and Seventy.

And also all its depots, engine houses, car houses, station houses, warehouses, machine shops, work shops, superstructures, erections and fixtures.

And also all and singular the franchises, rights and privileges now owned or possessed by it the party of the

first part.

And all lands, tenements and hereditaments acquired, appropriated or now owned by the party of the first part, wheresoever situated.

And also all and singular the locomotives, tenders, passenger cars, freight cars, and all other cars, carriages, tools, machinery and equipments for said railroad now owned by the party of the first part.

And also all goods and chattels, materials and supplies, now owned by the party of the first part, whether in any way relating or pertaining or belonging to or connected with said railroad, or running or operating the same, or otherwise, together with all rents, issues, incomes, profits, moneys, rights, benefits and advantages derived or to be derived, had or received therefrom by said party of the first part in any way whatever.

And all the premises, rights, franchises, and property, real, personal or mixed, whether hereinbefore described, specified, or enumerated, or not, now owned by the said party of the first part, or to which it has any right, title or interest, legal or equitable, absolute or contingent.

To Have and to Hold all and singular the premises, rights, franchises and property, real, personal and mixed, hereby conveyed or intended to be conveyed, and every part and parcel thereof, with all the appurtenances unto the same belonging, or in any wise appertaining, unto the said party of the second part, its successors and assigns forever, and said party of the first part for itself,

its successors and assigns, covenants and agrees to and with said party of the second part, its successors and assigns, that it, the said party of the first part, and its successors and assigns, will and shall upon the reasonable request and at the cost of said party of the second part, its successors and assigns, make, execute, or cause to be done and executed, all and every such further and other lawful acts, conveyances and assurances in law for the better and more effectual vesting and conferring the premises, rights and franchises, hereby granted, or so intended to be, in and to the said party of the second part, its successors and assigns forever, as by the said party of the second part, its successors and assigns, or its or their counsel learned in the law shall be reasonably advised or deemed necessary.

And this Indenture Further Witnesseth, That the said party of the second part, the said Oregon and California Railroad Company, in consideration of the grant and conveyance aforesaid, hereby covenants and agrees to and with said party of the first part, said Oregon Central Railroad Company, its successors and assigns, that it, said Oregon and California Railroad Company, and its successors and assigns, will and shall pay and discharge, or cause to be paid and discharged, all the lawful indebtedness of the said Oregon Central Railroad Company, and will forever indemnify and save and keep harmless said Oregon Central Railroad Company, its directors and stockholders against said indebtedness and from all costs, expenses and damages on account thereof.

In Witness Whereof, Said party of the first part by virtue of said resolution of said meetings of its stock-

holders and Board of Directors, and said party of the second part, by virtue of resolutions of its Board of Directors, duly passed, have caused this indenture to be signed by their respective Presidents and Secretaries, and their respective corporate seals to be affixed the day and year above written.

In presence of J. N. Dolph, Chas. E. Bretherton.

THE OREGON CENTRAL RAILROAD COMPANY,

By T. R. Cornelius, President.

THE OREGON CENTRAL RAILROAD COMPANY,

By A. G. Cunningham, Secretary.

(Seal)

THE OREGON AND CALIFORNIA RAILROAD COMPANY,

By R. Koehler, President.

THE OREGON AND CALIFORNIA RAILROAD COMPANY,

By A. G. Cunningham, Secretary.

(Seal)

STATE OF OREGON, } *ss.*
County of Multnomah, }

Be it remembered that on sixth day of October, A. D. 1880, before me, the undersigned, a Notary Public in and for the said County of Multnomah, and State of Oregon, duly commissioned and qualified, personally came T. R. Cornelius, President of the Oregon Central Railroad Company, and A. G. Cunningham, Secretary of the Oregon Central Railroad Company, whose

names are subscribed to the foregoing instrument as parties thereto, and as President and Secretary of said Oregon Central Railroad Company, both personally known to me to be the individuals named and described in and who executed the said instrument and they severally acknowledged to me that he, said T. R. Cornelius, as President, and he, the said A. G. Cunningham, as Secretary of the Oregon Central Railroad Company, executed the foregoing instrument as and for the acts and deeds of said Oregon Central Railroad Company freely and voluntarily, and for the uses and purposes therein mentioned, and he, the said A. G. Cunningham, being by me duly sworn, did depose and say that he is the Secretary of the Oregon Central Railroad Company, and resides at East Portland, in Multnomah County, Oregon, and he is the legal custodian of and is acquainted with, and has in his possession the corporate seal of the Oregon Central Railroad Company; that the seal affixed to the foregoing instrument is such corporate seal; that the same was so affixed by him as Secretary of said Company, on the sixth day of October, A. D. 1880, by order of the Board of Directors of said Company, and that he signed his name thereto by the like order of the Board of Directors of said Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at the city of Portland, Oregon, the date first above written.

I. R. MOORES,

(Notarial Seal). Notary Public in and for Oregon.

STATE OF OREGON, }
County of Multnomah, } *ss.*

Be it remembered that on this sixth day of October, A. D. 1880, before me, the Notary Public in and for the said County of Multnomah, and the State of Oregon, duly commissioned and qualified, personally came R. Koehler, President of the Oregon and California Railroad Company, and A. G. Cunningham, Secretary of the Oregon and California Railroad Company, whose names are subscribed to the foregoing instrument as parties thereto, and as President and Secretary of the said Oregon and California Railroad Company, both personally known to me to be the individuals named and described in and who executed the said instrument, and they severally acknowledged to me that he, said R. Koehler, as President, and he, the said A. G. Cunningham, as Secretary, of the Oregon and California Railroad Company, executed the foregoing instrument as and for the act and deed of said Oregon and California Railroad Company freely and voluntarily, and for the uses and purpose therein mentioned, and he, the said A. G. Cunningham, being by me duly sworn, did depose and say that he is the Secretary of the Oregon and California Railroad Company, and resides at East Portland, Multnomah County, Oregon; that he is the legal custodian of and is acquainted with and has in his possession the corporate seal of the Oregon and California Railroad Company; that the seal affixed to the foregoing instrument is such corporate seal; that the same was so affixed by

him as Secretary of said Company on the sixth day of October, A. D. 1880, by order of the Board of Directors of said Company; that he signed his name thereto by the like order of the Board of Directors of said Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at the city of Portland, Oregon, the date first above written.

I. R. MOORES,

(Notarial Seal.) Notary Public in and for Oregon.

Exhibit D

This indenture, made the second day of June, in the year One Thousand Eight Hundred and Eighty-One. Between the Oregon and California Railroad Company (a corporation organized and existing under the laws of Oregon, and hereinafter called the Company), of the first part, and Henry Villard, of the City and State of New York, Robert Davie Pebbles, of London, in England, and Charles Edward Bretherton, of the City and State of New York, (hereinafter called the Trustees), of the second part.

Whereas, by an Act of Congress, entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon," and approved July 25th, 1866, it was, amongst other things, enacted as follows: "Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the 'California and Oregon Railroad Company,' organized under an Act of the State of California, to protect certain parties in and to a railroad survey "to connect Portland, in Oregon, with Marysville, in California," approved April 6th, 1863, and such Company, organized under the laws of Oregon as the Legislature of said State shall hereafter designate, be and they are hereby authorized and empowered to lay out, locate, construct, finish and maintain a railroad and telegraph line between the city of Portland, in Oregon, and the Central Pacific Railroad in

California, in the manner following, to-wit: The said California and Oregon Railroad Company to construct that part of the said railroad and telegraph within the State of California, beginning at some point (to be selected by said Company) on the Central Pacific Railroad in the Sacramento valley, in the State of California and running thence northerly, through the Sacramento and Shasta valleys, to the northern boundary of the State of California; and the said Oregon Company to construct that part of the said railroad and telegraph line within the State of Oregon, beginning at the city of Portland, in Oregon, and running thence southerly through the Willamette, Umpqua and Rogue River valleys to the southern boundary of Oregon, where the same shall connect with the part aforesaid to be made by the first named Company, *Provided,* that the Company completing its respective part of the said railroad and telegraph line from either of the termini herein named to the line between California and Oregon before the other Company shall have likewise arrived at the same line shall have the right, and the said Company is hereby authorized to continue in constructing the same beyond the line aforesaid, with the consent of the State in which the unfinished part may lie, upon the terms mentioned in this Act, until the said parts shall meet and connect and the whole line of the said railroad and telegraph shall be completed.

"Sec. 2. And be it further enacted, that there be and hereby is, granted to the said Companies, their successors and assigns, for the purpose of aiding in the

construction of said railroad and telegraph line, and to secure the safe and speedy transportation of the mails, troops, munitions of war, and public stores over the line of said railroad, every alternate section of public land not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile (ten on each side) of said railroad line; and when any of said alternate sections or parts of sections shall be found to have been granted, sold, reserved, occupied by homestead settlers, pre-empted, or otherwise disposed of, other lands designated as aforesaid shall be selected by said Companies in lieu thereof, under the direction of the Secretary of the Interior, in alternate sections, designated by odd numbers as aforesaid nearest to, and not more than ten miles beyond the limits of the said first named alternate sections; and as soon as the said Companies, or either of them shall file in the office of the Secretary of the Interior a map of the survey of said railroad or any portion thereof not less than sixty continuous miles from either terminus, the Secretary of the Interior shall withdraw from sale public lands herein granted on each side of said railroad, so far as located and within the limits before specified. The lands herein granted shall be applied to the building of said road within the States respectively wherein they are situated. And the sections and parts of sections of land which shall remain in the United States within the limits of the aforesaid grant, shall not be sold for less than double the minimum price of public lands when sold, *Provided,* That bona fide and actual settlers under the pre-emption laws of the United States may, after due proof of set-

tlement, improvement and occupation, as now provided by law, purchase the same at the price fixed for said lands at the date of such settlement, improvement and occupation. *And provided, also,* That settlers under the provision of the Homestead Act, who comply with the terms and requirements of said Act, shall be entitled, within the limits of said grant, to patents for an amount not exceeding eighty acres of the land so reserved by the United States, anything in this Act to the contrary notwithstanding."

"Sec. 3. And be it further enacted, That the right-of-way through the public lands be and the same is hereby granted to said companies for the construction of said railroad and telegraph line; and the right, power and authority are hereby given to said Companies to take from the public lands adjacent to the line of said road, earth, stone, timber, water and other materials for the construction thereof. Said right-of-way is granted to said railroad to the extent of one hundred feet in width on each side of the said railroad where it may pass over the public lands, including all necessary grounds for stations, buildings, work shops, depots, machine shops, switches, sidetracks, turntables, water stations, or any other structures required in the construction and operating of said road."

And Whereas, by another Act of Congress, entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," and approved May 4, 1870, it was, amongst other things, enacted as

follows: "Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That for the purpose of aiding in the construction of a railroad and telegraph line from Portland to Astoria, and from a suitable point of junction near Forest Grove to the Yamhill River, near McMinnville, in the State of Oregon, there is hereby granted to the Oregon Central Railroad Company, now engaged in constructing the said road, and to their successors and assigns, the right-of-way through the public lands of the width of one hundred feet on each side of said road and the right to take from the adjacent public lands materials for constructing said road, and also the necessary lands for depots, stations, side-tracks, and other needful uses in operating the road, not exceeding forty acres at any one place; and, also, each alternate section of the public lands not mineral, excepting coal or iron lands, designated by odd numbers, nearest to the said road, to the amount of ten such alternate sections per mile, on each side thereof, not otherwise disposed of or reserved, or held by valid pre-emption or homestead right at the time of the passage of this Act, and in case the quantity of ten full sections per mile cannot be found on each side of said road within the said limits of twenty miles, other lands designated as aforesaid shall be selected under the direction of the Secretary of the Interior on either side of any part of said road nearest to and not more than twenty-five miles from the track of said road to make up such deficiency."

And, Whereas, said Oregon and California Railroad

Company has succeeded to and become invested with and is now possessed of and entitled to all the grants, rights, franchises and privileges conferred upon the Oregon Company referred to in the first hereinbefore entitled Act of Congress, and of the Oregon Central Railroad Company mentioned in the secondly hereinbefore recited Act of Congress, and there has been already accepted and approved by the United States, as duly constructed under the provisions of the said firstly recited Act, the part of the railroad of said Oregon and California Railroad Company, situated between East Portland and Roseburg, 198 miles in length, and as duly constructed under the provisions of the said secondly recited Act, the part of the railroad of said Oregon and California Railroad Company, situate between Portland and St. Joseph, 47 miles in length, and the Company has resolved to and is about to proceed with the completion of the remaining lines of railroad and telegraph authorized by and specified in said Acts of Congress.

And, Whereas, said Oregon and California Railroad Company, by an indenture dated the fifteenth day of April, in the year of our Lord, One Thousand Eight Hundred and Seventy, mortgaged to Faxon D. Atherton and Milton S. Latham, all its railroad from Portland to the boundary line of the State of Oregon and California then constructed and thereafter to be constructed, with its equipments and appurtenances, and all its property except its Congressional land grant, upon the terms and conditions therein mentioned, to secure

an issue of eighteen thousand four hundred and fifty mortgage bonds of the said Company, amounting to the sum of Ten Millions Nine Hundred and Fifty Thousand Dollars and interest thereon as evidenced by interest warrants or coupons thereto annexed, all which bonds were duly negotiated and issued.

And, Whereas, by another indenture also dated the fifteenth day of April, in the year of our Lord One Thousand Eight Hundred and Seventy, said Company granted and conveyed to the said Milton S. Latham, Faxon D. Atherton and William Norris all the lands granted, and to be granted by the United States, to aid in the construction of said railroad upon trusts as therein provided for the sale of such lands, and for the creation with the proceeds of such sale of a sinking fund for the payment at maturity of said issue of Ten Millions Nine Hundred and Fifty Thousand Dollars, in amount of the first mortgage bonds of said Company.

And Whereas, said Company having made default in payment of the interest upon said bonds, the holders thereof formed and organized themselves into an association called the "Association of Holders of the Oregon and California Railroad Seven Per Cent First Mortgage Bonds," having its office and legal domicile at Frankfort-on-the-Main, in Germany, and such association became the holder of all of said bonds.

And, Whereas, by a plan of reorganization of said Oregon and California Railroad Company, adopted by an extraordinary general meeting of said association on

the 5th day of May, 1881, and adopted and ratified by a special meeting of the stockholders of said Company on the 7th day of May, 1881, it was resolved and agreed that the holders of said bonds should receive payment thereof in a new issue of preferred stock of said Company of the amount and of the character and under and subject to the conditions hereinafter specified, and that the performance of the conditions upon which said preferred stock should be subscribed and issued should be secured by a deed of trust or security to said Henry Villard, Robert Davie Peebles and Charles Edward Bretherton, in the manner provided and effected by these presents.

And, Whereas, in pursuance of further provisions of said plan of reorganization by a deed of mortgage and trust dated the first day of June, 1881, the Company mortgaged its railroads, lands, and all other property, present and future, to Henry Villard, Horace White and Charles Edward Bretherton to secure an immediate issue of 6,000 first mortgage bonds, for the aggregate amount of Six Million Dollars in gold coin, bearing interest at the rate of six per cent per annum, payable half yearly, on the first days of January and July, and redeemable at 110 per cent of the par value thereof, in manner in said bonds and mortgage specified, all of which 6,000 bonds have been issued and are now outstanding, and also to secure such further issues of first mortgage bonds not exceeding in whole the rate of $20,000 for each mile of road now or hereafter constructed by said Company as should be thereafter made under

the provisions and on the security of said deed of mortgage and trust.

And, Whereas, the said Company in pursuance of its articles of incorporation and by-laws and of said plan of reorganization of the Company approved and ratified by the special meeting of its stockholders held on the 7th day of May, 1881, has made an isue of preferred stock, Twelve Million Dollars in amount in twelve thousand shares of One Hundred Dollars each, all of which stock has been subscribed, and issued upon the following conditions, namely:

I. The preferred stock is entitled to a preferential dividend, not cumulative, of seven per cent per annum, payable out of the net earnings of the Company, and, after the first mortgage bonds hereinafter specified have been paid off out of the gross proceeds of the land grants.

II. Net earnings mean the surplus of the gross earnings of the railroad, after the deduction only of all operating and management expenses, repairs, necessary increase of rolling stock and equipment, taxes and the interest and sinking fund payments upon the first mortgage bonds secured by, and now or hereafter issued under the provisions of the deed of mortgage and trust, dated June 1st, 1881, and made by the Company to Henry Villard, Horace White and Charles Edward Bretherton.

III. In addition to the preferential dividend above mentioned, the preferred stock shall rank equally with the common stock for additional dividends in each year,

after the common stock has received seven per cent in such year.

IV. The entire gross proceeds of the lands, remaining after payment of the first mortgage bonds above specified, shall be distributed exclusively among the preferred stockholders.

V. The dividend on the preferred stock, realized from the proceeds of the lands as above defined, shall diminish, pro tanto, the preferential right of the preferred stock to dividends out of the net earnings of the road, as against the common stock, but in no case shall any part of the land proceeds, as above defined, be distributed among the common stock.

VI. The computation of earnings and land proceeds for the purpose of adjusting the amount of the preferential dividend shall be made annually on the 31st of December, and the dividend shall be declared at or before the annual meeting in the following April.

VII. On any dissolution of the Company, the preferred stock shall be refunded in full, before anything is refunded to the common stock.

VIII. No sale, disposition, incumbrance or lease of the railroad or any part of it, nor any mortgage or issue of bonds, except the first mortgage bonds at the rate of $20,000 a mile hereinbefore specified, nor any operating traffic or running contract in the nature of a lease, or which shall transfer the management or operation of the road, or any part of it, to another company, nor any consolidation with another company, nor any

lease of the railroad of another company, nor any guarantee or assumption of the liabilities of any other company for bonds, coupons, dividends, or otherwise, nor any supplementary articles of incorporation of the Company, nor any increase of the preferred or common stock, shall be made, or be valid without the consent of an absolute majority in amount of all the preferred stock actually issued and outstanding, nor shall the Pacific Extension be undertaken without such consent.

IX. The dividends on the preferred stock for the years 1881 and 1882, not exceeding eight per cent in all may be paid in scrip, convertible into preferred stock instead of cash.

And Whereas, in further pursuance of said plan of reorganization, it has been resolved and agreed between the said Company and the said Trustees, that the ownership of all the shares of said preferred stock so issued and entitled to the security of these presents, shall be evidenced by certificates issued by said Company, and referring to these presents and upon which certificates the conditions upon which said preferred stock is subscribed and issued as hereinbefore set forth shall be endorsed, and otherwise in such form as said Company and said Trustees shall from time to time determine, but which certificates shall only be valid when countersigned by, and registered with some respectable bank or trust company in New York, London and Frankfort-on-the-Main, from time to time agreed upon and appointed in writing by said Trustees and said Company, as Registrars of said preferred stock.

And, Whereas, the Farmers Loan and Trust Company in New York, the London and San Francisco Bank, limited, in London, and the Deutsche Vereinsbank, in Frankfort-on-the-Main, have been so agreed upon and appointed as Registrars of said preferred stock.

Now, this Indenture Witnesseth, That in pursuance of said resolution and agreements and of said plan of reorganization, and to secure the performance of the conditions upon which said preferred stock has been subscribed and issued, as aforesaid, said Oregon and California Railroad Company, doth hereby grant, bargain, sell, assign, transfer and convey unto said Henry Villard, Robert Davie Peebles and Charles Edward Bretherton, their heirs, assigns and legal successors, as Trustees of these presents, all and singular the railroad lines of said Oregon and California Railroad Company, now constructed and in operation, between East Portland and Roseburg, and between Portland and Corvallis, and Albany and Lebanon, in the State of Oregon, including the railroads heretofore known as the Oregon Central Railroad, the Western Oregon Railroad and the Albany and Lebanon railroad, in all about three hundred and six and one-half (306½) miles in length running through the Counties of Multnomah, Clackamas, Marion, Linn, Lane, Douglas, Washington, Yamhill, Polk and Benton in said State of Oregon together with the ferry, ferry-boats and landings connecting said railroads at Portland and East Portland, and also all the railroads of said Oregon and California Railroad Company to be hereafter constructed, that is to say the Pacific Exten-

sion thereof, from Forest Grove to Astoria, in accordance with the act of Congress of May 4, 1870, hereinbefore recited, and the line from Corvallis to Junction and the Southern Extension thereof from Roseburg to California, to a junction with the Central Pacific Railroad in accordance with the Act of Congress of July 25, 1866, hereinbefore recited, and also all land rights of way, easement and premises now acquired or appropriated for the purpose of the right of way of said railroads, or for grounds, side tracks, depots, warehouses, tanks, round houses, stock yards, or any other railroad purposes and also all lands granted by the United States in aid of the construction of the said railroads already completed between the termini aforesaid and not yet sold, estimated to be in amount about one million nine hundred thousand acres, and all other lands now or which may be hereafter granted to said company by the United States, and which lands are intended to be more particularly identified as the same are patented by the United States in manner hereinafter provided and also together with all rails, spikes, ties, timber, iron, switches, frogs, depots, warehouses, round houses, machine shops, bridges, trestle work, and all other buildings or structures now or hereafter belonging to, or used for, the maintenance or operation of said railroads respectively, including all the offices, docks and warehouses of the company, in Portland and East Portland, or elsewhere, and all locomotives, cars and other rolling stock, railroad supplies, fuel, tools and machinery now used, or which may hereafter be used in, or provided for the maintenance or operation of said

railroads and all telegraph lines and other appurtenances of said railroads and the franchise to operate same, and all the income, earnings, and profits of said railroads, lands and premises and all other present and future property of every description, of said Oregon and California Railroad Company.

To have and to hold the said railroads, lands, rolling stock, equipment, premises and property unto the use of said Henry Villard, Robert Davie Peebles and Charles Edward Bretherton, their heirs, assigns and legal successors as trustees of these presents as joint tenant, and not as tenants in common free from all prior liens and encumbrances whatever (except the prior lien created by the said deed of mortgage and trust to Henry Villard, Horace White and Charles Edward Bretherton, in favor of the first mortgage bonds now issued or which may be hereafter issued, upon security of said deed of Mortgage and Trust as hereinbefore specified), in trust nevertheless for the equal benefit and security, pro rata, of every holder of the preferred stock of said company duly registered as aforesaid, with one of the registrars of said preferred stock and now issued, or which may be hereafter issued, in pursuance of the provisions of these presents, and intended to be secured hereby, without any priority of any holder over another, by reason of earlier issue, or otherwise, and for the uses and purposes, and with the rights and powers and subject to the provisions, agreements, covenants and stipulations contained in the following articles, that is to say:

Article 1. The said Oregon and California Railroad

Company hereby covenants with the said Trustees that it will forever duly and faithfully perform each and all the conditions upon which said preferred stock has been subscribed and issued as hereinbefore recited.

Article 2. And further, that if any such condition shall be violated or broken and such breach or violation shall continue for six calendar months then said Trustees shall by notice in writing left at the office of the company in Portland, cancel the subscription of all the preferred stock, and thereupon the said company shall and will forthwith pay, on demand, at the office of the company in Portland, to every holder of preferred stock, upon presentation of this certificate, the sum of one hundred dollars for each share held by him.

Article 3. Until the breach of some condition hereby covenanted to be performed as aforesaid, said company shall freely possess the said railroads, lands and premises and the income, earnings and profits thereof, and may contract to sell and sell and dispose of the lands granted by the United States and of all other lands owned by the company not required for the maintenance and operation of its railroads; but when and after all said first mortgage bonds hereinbefore referred to shall have been paid off, no such sale, nor any conveyance or release of said lands, or any of them shall be valid and effectual unless such sale be at a price approved by said trustees and received by them, and such conveyance or release shall be executed by said trustees, or one of them, or by their attorney or attorneys in fact thereunto lawfully

authorized. And for the purpose of facilitating such sales, when and after all said first mortgage bonds hereinbefore referred to shall have been paid off, said trustees may from time to time, either concur with said company in appointing an agent to make such sales and execute such releases and conveyances as their attorney in fact, join in such sales, and to execute such releases and conveyances as their attorney in fact, and they may delegate to any such agent all their powers and duties in respect to the sale of lands, except the custody of the proceeds thereof.

Article 4. Said trustees shall hold the said proceeds of all lands sold, after all such first mortgage bonds hereinbefore referred to shall have been paid off, upon trust, to distribute the same as dividend upon the preferred stock in conformity with the conditions thereof.

Article 5. In case said company shall fail to perform and keep any condition upon which said preferred stock is subscribed and issued, as hereinbefore set forth, it shall be lawful for said trustees to take possesison personally or by their agent or agents, of said railroad, rolling stock and equipment, and the lands and other premises, hereby conveyed or which may be then subject to the lien of these presents and to operate the said railroads and manage the same, and collect and receive the income earnings and tolls thereof, and the proceeds of lands contracted to be sold; and said company covenants and agrees that it will, on demand surrender such possession and permit said trustees to use and possess said railroads,

rolling stocks, lands and premises, without interruption or disturbance, and will permit and suffer said trustees to collect and get in all freight moneys, ticket balances or other earnings, and the purchase moneys of all lands sold, either then due or thereafter becoming due, and in case it may be necessary, or may be deemed advisable by said trustee, to take legal proceedings for dissolution of said company or for cancellation of the subscription of the preferred stock, or enforcement of the covenants, stipulations or trusts of these presents or to obtain possession of said premises in pursuance of the provisions of this article, they shall be entitled to the appointment, by the court in which such legal proceedings are instituted, of a Receiver or Receivers to be nominated by them or to be themselves nominated and appointed Receivers as they may think most expedient.

Article 6. Said trustees, when in possession of said railroads, lands and premises shall have the right as irrevocable attorney or attorneys of said company to bring or defend in the name of the said company any action for the collection of income, freight moneys, ticket balances or other earnings or unpaid purchase money for lands sold, or for obtaining or defending the possession of any property subject to the lien or trustes of these presents or for the condemnation of lands required for the maintenance or operation of said railroads, or in any manner affecting the maintenance thereof.

Article 7. Said trustees are hereby authorized, in their discretion to accept possession of said railroads,

with the rolling stock, lands and appurtenances herein comprised although no such default as aforesaid shall have been made if said company shall offer to give up possession to them and thereupon to manage and operate the same, and collect the income and earnings thereof, as hereinbefore provided.

Article 8. It shall be the duty of said trustees to take possession of said railroads, lands and premises, after any such breach as aforesaid upon written requisition made to them for such purpose by the holders of not less than one quarter in amount of said preferred stock.

Article 9. Said trustees shall have full power, from time to time for the purpose of enforcing and administering the trusts and powers of these presents, and for operating and managing or keeing in good order and repair the said railroads, rolling stock, lands and premises, to hire and employ such managers, officers, clerks, agents, attorneys and assistants as they shall deem necessary or useful, and to defray all expenses of such employment and of otherwise executing the trusts of these presents, and to pay any taxes assessed upon the trust premises or any part thereof or any other prior charges thereon, out of any moneys coming to their hands, and in case said trustees shall have no funds in their hands, and shall make any payments either for such purposes or in any other manner for the protection or preservation of the trust premises (whether said trustee shall be in possession of the same or not), the

amount so paid, together with interest thereon at the rate of ten (10) per centum per annum, shall be a first charge on the trust premises, and the earnings, income and proceeds thereof; and in case said company shall fail, on demand to repay said trustees any amount paid by them as aforesaid, with interest at the rate aforesaid they may enter upon and take possession of said railroads, lands and premises, and retain possession and receive the income, earnings and proceeds thereof until they shall have recouped themselves the amount so paid, with interest as aforesaid.

Article 10. In case the company shall, after cancellation of the subscription of the preferred stock in manner provided in Article 2 of these presents, make default in payment to any holder of preferred stock of the sum payable to him under the provisions of said article, it shall be the duty of said trustees to forthwith proceed to enforce this security, and to sell said railroads, rolling stock, equipment and appurtenances, and the land and premises comprised herein, or then subject to the lien of these presents, in one lot, or in more than one lot or parcel, and at one time, or at different times, and for cash, or on reasonable credit, payment therefor being secured on the property sold, and otherwise, upon such terms and in such manner as said trustees may in their discretion, think best.

Article 11. Such sale or sales may be made either without suit by said trustees, or their duly authorized agent by public auction, at the door of the Court House

of Multnomah County in Oregon, after notice of such sale shall have been published at least once a week for four consecutive weeks in the New York Herald, or in case said paper shall not be then published, then in some other daily paper of general circulation published in New York and selected by said trustees; and in case said sale shall be adjourned, the like four weeks' notice shall be given of the adjourned sale; or at the option of said trustees such sale may be made judicially by action or suit brought by said trustees for the enforcement of the lien and powers of sale hereby created and granted, or the enforcement, performance or administration of the covenants, powers, stipulations and trusts of these presents, as said trustees may deem most expedient.

Article 12. The moneys received from the net earnings of said railroads or the purchase moneys received on any such sale thereof, as hereinbefore provided, or the purchase moneys received for lands sold, when in possession of said trustees, shall be applied in the following order: In the first place in the payment of the cost and expenses of the execution of the trusts of these presents, and the management and operation of said railroad, and in the protection and preservation of the trust premises, including a reasonable compensation to said trustees (in addition to the ordinary compensation herein provided for) and the fees of counsel and attorneys; and, in the next place, in payment of debts and liabilities incurred by said company otherwise than by or in or through the breach of any of the conditions upon which said preferred stock is subscribed and issued

as hereinbefore set forth; and lastly in payment to every holder of said preferred stock of the sum of one hundred dollars for each share of preferred stock held by him, or a proportionate part thereof in case such moneys shall be insufficient to pay the full amount; and the surplus, if any, of such moneys shall be refunded to said company.

Article 13. On any sale by virtue of these presents the receipt of the said trustees shall be a sufficient discharge to any purchaser for all purchase money paid by him, and any conveyance or assignment made by said trustees shall vest in said purchaser all the title and interest of said company as fully and effectually as if the company were party thereto.

Article 14. The company hereby covenants and agrees with the said trustees on behalf and for the benefit of the holders of said preferred stock that it will, from time to time, and at all times hereafter upon reasonable request, make, execute, acknowledge and deliver all such further acts, deeds, conveyances and assurances in the law for the better assuring unto the said trustees and their legal successors, from time to time as trustee of these presents upon the trusts and for the purposes herein expressed, the said railroads, rolling stocks, equipment, lands and premises herein comprised, free from all prior liens and encumbrances except as herein specified and all other present and future property of said company of every kind and description as by the said trustees or their counsel learned in the law shall be reasonably

devised, advised or required, and will, from time to time, as the said lands now or hereafter granted by the United States are patented to said company, execute proper deeds of further assurance thereof to said trustees so as to fully identify the lands intended to be comprised in or subjected to the lien of these presents.

Article 15. All rights or powers by these presents given to, or covenants, stipulations or agreements made with said Henry Villard, Robert Davie Peebles and Charles Edward Bretherton shall survive and enure to the benefit of the trustee or trustees for the time being of these presents, in the same manner as if said trustee or trustees had been named herein.

Article 16. In these presents the word "trustees" shall be held to mean the said Henry Villard, Robert Davie Peebles and Charles Edward Bretherton while continuing to be trustees hereof, and the trustees for the time being of these presents, whether all or any be original trustees or new trustees.

Article 17. No trustee shall be in any manner responsible for any act, default or misconduct of his co-trustee, nor for that of any agent, bank, banker, broker, or other persons employed by him or by his co-trustee, unless he shall be chargeable with culpable negligence in their selection or in the continuance of their employment; nor otherwise except for his own willful default, misconduct or gross negligence. But except as herein specially authorized, no trustee shall have power to delegate his powers or authority to his co-trustees or

co-trustee, or to any other person whatever.

Article 18. The trustees may pay such reasonable compensation as they shall deem proper to all agents, land agents, engineers, officers, attorneys and servants whom they may reasonably employ in the management of their trust, and said trustees shall be paid by said company or, in default out of the trust money, the sum of five hundred dollars per annum each, and in addition a further reasonable compensation for such services as they may be called upon to render in taking possession of and managing the premises or selling the same, or bringing suit for the enforcement of the liens or trusts hereby credited or the collection of the moneys secured or to be secured by or becoming payable by virtue of these presents.

Article 19. The case of the death, resignation or refusal or incapacity to act of any Trustee the surviving or continuing Trustees or Trustee shall by deed appoint a suitable person as Trustee, in the place or stead of the Trustee so dying, resigning, refusing or becoming incapable; and in case there shall be no surviving or continuing Trustees or Trustee, or such surviving or continuing Trustees or Trustee shall fail for three calendar months after the death, resignation, refusal or incapacity of their or his previous co-Trustee to appoint a new Trustee, the said company, or any holder of said preferred stock, may apply to any Judge in the Circuit Court of the United States for the District of Oregon, to make such appointment and any such Judge may ap-

point a new Trustee by instrument under his hand and seal, without suit or other legal proceedings therefor; but in no case shall a citizen of the State of Oregon be appointed, or be capable of acting as a Trustee of these presents. And it is hereby declared to be the duty of said Trustees to bring all actions or suits in any way relating to the trusts of these presents in the courts of the United States whenever such courts shall have jurisdiction of such action or suit, and not in the Courts of the State.

Article 20. A majority in amount of the holders of the said preferred stock shall have full power at any time without suit, and whether there be any vacancy or not to remove all or any of the then existing Trustees and to appoint other Trustees, or another Trustee, in their or his place and to increase or diminish the number of Trustees or to appoint a corporation duly authorized to execute trusts in the State of Oregon, as one of the Trustees or as sole Trustee; and any such act of the majority in the amount of the holders of preferred stock shall be deemed to be sufficiently made, executed, evidenced and proved by a written instrument or instruments purporting to be signed by the actual holders of the certificates for such preferred stock, whether they shall be registered in the names of such persons on the books of the company or not, provided that each such certificate shall be either in the name of such holder or transferable by him as attorney of the holder named in the certificate, and stating the identifying numbers of the certificates of the shares of such stock and the amount

of such shares held by each signatary, and the respective signatures to which, and the production to a Notary Public at the time of signature of the certificates specified, shall be acknowledged before and certified by such Notary Public and his certificate attached and authenticated by his Notarial Seal. No proof shall be necessary of the qualications of any such Notary so purporting to act in the United States, the British Dominions, Holland, France or the German Empire.

Article 21. Any appointment of a new Trustee made by the surviving or continuing Trustees or Trustee, or the majority of the holders of preferred stock, or a Judge, as hereinbefore provided, shall be effectual to vest in the new Trustees or new Trustee all estates, rights, trusts, powers and duties as fully as if they or he were Trustees or a Trustee party to these presents without any new deed or conveyance; but nevertheless the said company hereby covenants in any and every such case to make, upon request of the new Trustees or Trustee, all such deeds, conveyances and assurances as may be appropriate for more fully and certainly vesting in and confirming to such new Trustees or Trustee such estates, rights, powers, trusts and duties and every resigning Trustee shall, on like request, make and execute such deeds, conveyances and assurances to his successors or successor.

Article 22. A majority in amount of the holders of the preferred stock at any time secured by these presents may, by written instrument, to be executed and

proved as provided in Article 28, at any time before the cancellation of the subscription for the preferred stock, as hereinbefore provided waive any breach of any condition upon which said preferred stock is subscribed and issued, but such waiver shall be of no effect unless such breach shall have consisted in some act or omission which a majority in amount of the holders of said preferred stock might have previously authorized, or unless such breach shall have consisted in the non-payment of any dividend, and the Company shall, together with such instrument or instruments of waiver, hand to the Trustees a sum of money sufficient to pay all such dividend then in arrear, and in the case last mentioned said Trustee shall proceed to pay said dividend as nearly as possible in the manner provided by these presents.

Article 23. The said company, for itself, its successors and assigns doth hereby absolutely and irrevocably waive the benefit or advantage of any and all valuation, stay, appraisement or redemption laws, or laws requiring liens or deeds of trust to be foreclosed or enforced by action or suit, and of all other laws now existing, or hereafter passed, which, but for this provision would prevent the absolute and unconditional sale of the premises hereby conveyed by a Court or by a Trustee without suit; and on any such sale said company, for itself, its successors and assigns, covenants to join in and confirm the conveyance to the purchaser.

Article 24. In case of any sale of said premises, whether by the Trustees or by a Court, any purchasers

shall be entitled to deliver, in part payment of the purchase money, any of the certificates for preferred stock secured by these presents; and such certificates shall be reckoned as equivalent to the sum which would be their proportion of the net proceeds of the sale after the deduction of all expenses. The payment to be made in cash to cover such expenses shall be fixed previously by the Trustees or the Court as the case may be and announced in the advertisement of sale.

Article 25. The Trustees shall, whenever requested by the company, release from the lien of these presents any land, rolling stock, or other property become useless for the purposes of the railroads by alteration of route, changes in machinery or equipment or otherwise.

Article 26. On any sale, whether by the Trustees or a Court, of the property hereby conveyed, or any part thereof, the Trustees shall have the right to buy in the same, and a majority in amount of the holders of the preferred stock shall have the right, by written instrument, evidenced and proved as hereinbefore provided by Article 28, to fix a sum which it shall be the duty of the Trustees to bid for the property to be sold, on behalf and for the benefit of such holders of preferred stock, but only on condition that due provision is made by such majority to the satisfaction of the Trustees or the Court as the case may be for the payment in cash of all expenses incurred in the execution of the trusts of these presents, and of the proportion of such sum payable to the holders of preferred stock not concurring in such request.

Article 27. On any such purchase the Trustees shall hold the property so purchased upon trust for the equal benefit of the holders of preferred stock, who had required the Trustees to buy in the property on their behalf, as the absolute property of said holders of preferred stock, without any right of redemption or resale in favor of said Company or any other holders of preferred stock.

Article 28. The Trustees shall deposit all trust funds which may from time to time come to their hands in their joint names, in the London and San Francisco Bank Limited, or such other respectable bank or banks, trust company or trust companies, in London, New York, Frankfort, San Francisco or Portland, as they may, from time to time agree upon, and may from time to time invest the same, until required, in the purchase of United States stocks or bonds at their market value, or in the first mortgage bonds of the company at any price not exceeding the par value thereof or on loans secured on such stocks or bonds.

Article 29. In computing the majority in amount of the holders of preferred stock hereinbefore referred to, only the stock actually issued and outstanding shall count, and not any stock belonging to the company, or reserved for the conversion of the issue of income bonds in said plans of reorganization mentioned.

Article 30. And, Whereas, by reason of distance, lapse of time, or other accident, the dates of the actual execution of this Indenture of Trust, by the various

parties thereto, may be previous or subsequent to the day of which it bears date. Now it is hereby expressly agreed and declared that this Indenture of Trust shall be dated the second day of June, 1881, and shall be valid and effectual as if executed on the day and date thereof, and that this Indenture of Trust is the indenture referred to in the certificates for preferred stock hereinbefore mentioned, and is made and executed by and between the parties hereto as and for the Indenture or Deed of Trust securing and intended to secure, the performance of the conditions on which said preferred stock is subscribed and issued.

In Witness Whereof, the said Oregon and California Railroad Company, pursuant to a resolution of its Board of Directors duly authorizing the same, has caused these presents and nineteen duplicates hereof to be sealed with the corporate seal, signed by its President, and attested by its Assistant Secretary, and the said Trustees respectively have hereunto and unto the said nineteen duplicates hereof set their hands and seals the day and year above written.

OREGON AND CALIFORNIA RAILROAD COMPANY,

By H. Villard, President.

Attest: H. H. Tyndale, Assistant Secretary.

O. & C. R. R. Corporate Seal.

H. VILLARD,
R. D. PEEBLES,
C. E. BRETHERTON,
Trustees.

Signed, Sealed and Delivered in Presence of Geo. A. Saxer, as to Sidney Starbuck, H. Villard, C. E. Bretherton.

Signed, Sealed and Delivered by Robert Davie Peebles in the Presence of James Davis, S. Jackson, 22 Old Broad Street, London.

STATE OF NEW YORK, }
City and County of New York, } *ss.*

Be it remembered that on this 29th day of July, A. D. 1881, before me, Charles Edgar Mills, a Commissioner of the State of Oregon, in and for the State of New York, residing in said City of New York, personally appeared Henry Villard, the President of the Oregon and California Railroad Company, and Hector H. Tyndale, the Assistant Secretary of the same company, to me respectively personally known to be such, who being by me severally duly sworn did depose and say, that he, said Henry Villard, resides in the City and State of New York; that he, said Hector H. Tyndale, also resides in said City of New York; that he, said Henry Villard, is the President, and he, said Hector H. Tyndale, is the Assistant Secretary of said company; that they know the corporate seal of said company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed hereto by order of the Board of Directors of said company; and that they, the said Henry Villard and Hector H. Tyndale, signed their names thereto by the like order, as President and Assistant Secretary of said company,

respectively, and they further acknowledged the execution of the within instrument to be their free and voluntary act and deed, and as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 29th day of July, A. D. 1881.

CHARLES EDGAR MILLS,

A Commissioner for the State of Oregon in New York.
(Commissioner's Seal.)

City and County of New York,
STATE OF NEW YORK, } *ss.*

Be it remembered, that on this 29th day of July, A. D. 1881, before me, Charles Edgar Mills, a Commissioner of the State of Oregon, in and for the State of New York, residing in said City of New York, personally appeared Henry Villard and Charles Edward Bretherton, Trustees in the foregoing Deed of Trust, to me personally known to be the identical persons described in and who executed the foregoing instrument as Trustees, and they severally acknowledged to me that they executed the same freely and voluntarily, as their act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal this 29th day of July, A. D. 1881.

CHARLES EDGAR MILLS,

A Commissioner for the State of Oregon in New York.
(Commissioner's Seal.)

CONSULATE GENERAL OF THE UNITED STATES OF AMERICA
For Great Britain and Ireland, London. } *ss.*

On this 17th day of August, 1881, before me, Adam Badeau, Consul General and ex-officio a Notary Public of the United States of America, at London, England, personally appeared Robert Davie Peebles, to me known to be the person of that name described in and who has executed the foregoing Deed of Mortgage and Trust, and then and there acknowledged the same to be his free and voluntary act and deed for the uses and purposes therein contained.

In Testimony Whereof, I have hereunto set my hand and affixed my official notarial seal, at London, aforesaid, the day and year above written.

ADAM BADEAU,
Consul General, U. S. A., London.

(U. S. Consulate Seal.)

Exhibit E

This Agreement made and entered into this ——— day of ———— One Thousand Eight Hundred and Eighty-Seven, by and between George Henry Hopkinson, Robert Davie Peebles, Patrick Buchan and Charles Edward Bretherton, the Stockholders' Reconstruction Committee of the Oregon and California Railroad Company, and who are hereinafter called the Stockholders' Committee, of the first part, the Pacific Improvement Company, a corporation created, organized and existing under the laws of the State of California, of the second part, Lawrence Harrison, Andrew Haes, Henry Hopkinson, George Henry Kearton and Lawrence James Baker, a Committee sitting in London, England, and representing the British holders of the First Mortgage Bonds of said Oregon and California Railroad Company, hereinafter called the London Bondholders' Committee, of the third part, Heinrich Hohenemser, Hermann Koehler, Karl Pollitz, Adolph Otto, Phillip Bonn, Heinrich Oswalt, Siegmund Lion and Emil Kalb, a Committee sitting in Frankfort, Germany, and representing the German holders of the First Mortgage Bonds of said Company, hereinafter called the Frankfort Bondholders' Committee, of the fourth part, the Southern Pacific Company, a corporation created, organized and existing under and by virtue of the laws of the State of Kentucky, of the fifth part, the said Oregon and California Railroad Company, of the sixth part, and the Union Trust Company of New York, a corporation

created, organized and existing under and by virtue of the laws of the State of New York, party of the seventh part, *witnesseth* as follows:

First: The Stockholders' Committee agrees to sell to the Pacific Improvement Company, One Hundred and Seventeen Thousand, Two Hundred and Ninety (117,290) shares of the Preferred Capital Stock of the Oregon and California Railroad Company, out of the total issue of One Hundred and Twenty Thousand (120,000) shares thereof, and Sixty-Seven Thousand, Seven Hundred and Eighty-Five (67,785) shares of the Common Capital Stock of said Oregon and California Railroad Company, out of the total issue of Seventy Thousand (70,000) shares thereof, and Second Mortgage Bonds of said Oregon and California Railroad Company, to the amount at their part value of Two Millions, Six Hundred and Ten Thousand Dollars ($2,610,000), being the total issue of such Second Mortgage Bonds, and will deliver the same to the said Pacific Improvement Company, in the City of New York, on or before the first day of April, One Thousand Eight Hundred and Eighty-Seven; and the said Pacific Improvement Company, in consideration thereof, and in payment therefor, will, simultaneously with such delivery and with the deposit with the Union Trust Company of New York, by the London and Frankfort Bondholders' Committees, of bonds to the amount of at least Eight Millions, Four Hundred Thousand Dollars ($8,400,000), par value, as hereinafter provided, deliver in the City of New York, to the Stockholders' Committee or

its nominee in said city, one share of the Capital Stock of the Central Pacific Railroad Company (out of a total Capital Stock thereof not exceeding six hundred and eighty thousand [680,000] shares) against every two shares of Oregon and California Preferred Stock sold and delivered as aforesaid, and one share of Central Pacific Stock against every four shares of Oregon and California Common Stock sold and delivered as aforesaid, and will also pay the sum of Four Shillings sterling for every share of Oregon and California Preferred Stock, and of Three Shillings sterling for every share of Oregon and California Common Stock so sold and delivered. Such payments to be made by first-class bankers' sight draft on London.

The Pacific Improvement Company also agrees to pay the cost of transportation and insurance of said stock and bonds to the City of New York, and of the stock of the Central Pacific Railroad, to be received in payment therefor, from the City of New York to the City of London. It also agrees to pay to the nominee, in the City of New York, of the Stockholders' Committee, the sum of Two Thousand, Five Hundred Dollars as a remuneration for such nominee's services in the premises, and that the Central Pacific Railroad Company, upon the surrender to it of the certificate or certificates representing the stock so to be delivered by the Pacific Improvement Company, shall issue ten-share certificates for said stock in the name or names of such parties as may be designated by the Stockholders' Committee or its nominee in New York.

Second: In case the Stockholders' Committee, shall on or before the first day of April, One Thousand Eight Hundred and Eighty-Seven, acquire the ownership or control of any additional amount of the Preferred or Common Stock of the Oregon and California Railroad Company, beyond and in excess of the amount mentioned and described in the foregoing article hereof, then and in that event the Stockholders' Committee agrees to sell and deliver the same to the Pacific Improvement Company, in the City of New York, on or before the said first day of April, One Thousand Eight Hundred and Eighty-Seven, and the Pacific Improvement Company shall pay for the same in cash and stock, at the respective rates and in the manner specified in the previous article.

Third: The Bondholders' Committees have agreed to sell to and exchange with the Southern Pacific Company, upon the terms hereinafter stated, and upon compliance with the same by the Southern Pacific Company and the Oregon and California Railroad Company or its successors, First Mortgage Bonds of said Oregon and California Railroad Company (out of the total amount outstanding of Eight Millions, Six Hundred and Six Thousand Dollars [$8,606,000] par value) issued under and secured by the mortgage of said Company to Henry Villard, Horace White and Charles Edward Bretherton, as trustee, dated first day of June, One Thousand Eight Hundred and Eighty-One, but of which the Farmers' Loan and Trust Company of New York is now sole Trustee to the amount at their par

value of Eight Million, Four Hundred Thousand Dollars, ($8,400,000), bearing all unpaid coupons appertaining thereto. For that purpose they are to deposit the said Eight Million, Four Hundred Thousand Dollars ($8,400,000) bonds, within forty days after the execution of this agreement, with the Union Trust Company of New York. The Southern Pacific Company, in consideration thereof, and in payment and exchange therefor, is to deliver to the said Trust Company, to be delivered by it to the Bondholders' Committees, or their nominee in the City of New York, Nine Million, Two Hundred and Forty Thousand Dollars ($9,240,000) par value of new bonds of the Oregon and California Railroad Company or its successors (being at the rate of One Hundred and Ten (110) per cent new bonds upon the amount of old bonds exchanged as aforesaid) carrying interest at the rate of five per centum per annum from the first day of July, One Thousand Eight Hundred and Eighty-Six (except so far as such interest may have been theretofore paid in cash as hereafter provided) and guaranteed, both principal and interest, by the Southern Pacific Company, and secured as hereinafter stated; and also to pay the sum in cash of Four Pounds (£4) sterling for each now existing bond of One Thousand Dollars ($1,000) received in exchange as aforesaid; such new bonds so to be delivered by the Southern Pacific Company in payment and exchange as aforesaid shall be payable, principal and interest, in gold, forty years after date, and bear interest at the rate of five per cent per annum, payable half-yearly, and shall be guaraneeed,

both as to principal and interest by the Southern Pacific Company, and shall be secured by a mortgage to be made by the said Railroad Company or its successors to the Union Trust Company of New York (or such other company as shall be agreed upon by the parties) upon all the property which, at the time of such deposit of existing bonds, shall be covered by the mortgage securing such First Mortgage Bonds of the Oregon and California Railroad Company, except the amounts due for lands sold previous to the date of such deposit, and except the cash in the hands of the mortgage Trustee, and upon all extensions thereof and future acquired property in Oregon of the company making such new bonds. The net proceeds of lands sold subsequent to the date of such deposit, and of the lands included in such mortgage securing such new bonds, shall be applied to the redemption and cancellation of the new bonds by annual drawings at par, unless purchasable at a lower price, as prescribed in the mortgage. Such new mortgage is to be equivalent, in point of lien and priority, to the aforesaid existing mortgage securing the said First Mortgage Bonds, except as to such of the latter as are not now or hereafter may not be deposited by the London and Frankfort Bondholders' Committee under this agreement. The amount of the bonds to be issued under such new mortgage shall be as follows: Thirty Thousand Dollars ($80,000) per mile for every mile of standard gauge road now or hereafter constructed or acquired and comprised in the mortgage, and Ten Thousand Dollars ($10,000) for every mile of narrow gauge road now or

at any time hereafter constructed or acquired and comprised in the mortgage. The mortgage deed shall provide for the immediate issue and delivery by the mortgage Trustee to the Mortgagor Company of Ten Million, Five Hundred Thousand Dollars ($10,500,000) of the new bonds in nominal amount; and that thereafter the Trustee of the mortgage shall further issue One Hundred Thousand Dollars ($100,000) par value of such bonds for each mile of road constructed between the present terminus, near Ashland, and the California State line, and Fifty Thousand Dollars ($50,000) par value of such bonds for each ten miles of steel rails laid down on the present lines of the Oregon and California Railroad Company, after such deposit of existing bonds, and on the completion of a rail connection between the present line of the Oregon and California Railroad Company and the line of the Central Pacific Railroad Company any unissued bonds for which the mileage shall then be constructed shall be delivered.

Provided, however, that such aggregate issue, including the amount to be delivered to the Bondholders' Committee hereunder, shall not exceed the limits of Thirty Thousand Dollars ($30,000) and Ten Thousand Dollars ($10,000) for each constructed mile of standard and narrow gauge line respectively, nor Twenty Million Dollars ($20,000,000) in all. For any additional mileage constructed or acquired either between Junction and Corvallis or elsewhere in Oregon, the Mortgage Trustee shall deliver the sum of Thirty Thousand Dollars ($30,-

000) par value for each mile of standard gauge road, and the sum of Ten Thousand Dollars ($10,000) par value for each mile of narrow gauge road; the mortgage Trustee, however, not to be compelled to accept less than ten miles of road at any one time, except in case of terminal sections. Deliveries of bonds under such mortgage are to be made by the Trustee from time to time upon presentation to it of affidavits, of the President and Chief Engineer of the Railway Company making such mortgage, to the facts authorizing delivery of such bonds under this Article, and without other evidence or proof thereof. In no event, however, is the total issue of bonds secured by said new mortgage, to exceed for all the purposes in this Article mentioned, the aggregate of the sum of Twenty Million Dollars ($20,000,000). The form of such new bond, which is to be of One Thousand Dollars ($1,000) denomination, and of the mortgage securing the same, and of the guaranty, are to be approved by the counsel of the Bondholders' Committees.

Fourth: Notwithstanding the provisions to be inserted in the mortgage deed restricting the future issue of bonds to the mileage rates above specified, the mortgage deed shall permit the Railway Company making the mortgage to require the Trustee, at any one time, or from time to time, to issue and permit the sale of such amount or amounts of bonds as the Railway Company may think fit, *Provided, however,* that the proceeds of such bonds shall be received by the mortgage

Trustee, and not by the Railway Company or its appointees, and shall be disbursed by the mortgage Trustee to the Railway Company or its appointees, only pro rata, as and when the Railway Company would have been entitled to receive such bonds thereunder, under the foregoing Articles hereof.

Fifth: In case, on or before the first day of April, One Thousand Eight Hundred and Eighty-Seven, the Bondholders' Committee shall acquire the ownership or control of any additional amount of the said First Mortgage Bonds of the Oregon and California Railroad Company, beyond and in excess of those mentioned in the third Article hereof, then and in that event said Bondholders' Committees agree to sell and exchange the same with the Southern Pacific Company, upon the like terms and in consideration thereof, and in payment and exchange therefor, the Southern Pacific Company shall deliver and pay to the Bondholders' Committees, Eleven Hundred Dollars of bonds guaranteed by the Southern Pacific Company, of the character hereinabove described, and the sum of Four Pounds (£4) sterling in cash for every One Thousand Dollars of such additional now existing First Mortgage Bonds of the Oregon and California Railroad Company, above mentioned, with all unpaid coupons appertaining thereto, so delivered to it for exchange, due adjustment of fractions to be made by issue of fractional certificates therefor.

Sixth: Within three months from the deposit of the bonds now belonging to or controlled by the Bondhold-

ers' Committees, with the Union Trust Company, as hereinbefore provided, the Southern Pacific Company, by notice in writing to the Union Trust Company of New York, shall declare its election, either to cause to be created new bonds by act of the present Oregon and California Railroad Company, without foreclosure, or to require the Union Trust Company, as holders of the present mortgage bonds, to obtain a decree in the pending foreclosure suit or to foreclose the mortgage in some other suit caused to be brought by it, and to purchase the property or cause it to be purchased, by its nominee or nominees, at the foreclosure sale. In case said Southern Pacific Company shall give notice of its election to cause to be created new bonds of the present Oregon and California Railroad Company, then such new bonds, duly guaranteed by the said Southern Pacific Company, shall be delivered to the said Union Trust Company, of New York, within six months from the date of such notice, to be by said Trust Company forthwith delivered to the Bondholders' Committees or their nominees in New York. If within said period of three months from the deposit of the bonds by the Bondholders' Committees as aforesaid, the Southern Pacific Company shall fail to signify its election as aforesaid, or if within said period of six months from signifying an election to cause to be created new bonds of the present Oregon and California Railroad Company, it shall fail to deliver such new bonds, so guaranteed as aforesaid to the Union Trust Company of New York, then and in either of such events this agreement shall become void and determined,

and the said Trust Company shall forthwith return to the Bondholders' Committees or their nominees, the bonds deposited by them respectively, and all payments as aforesaid, made by the Southern Pacific Company to the Bondholders' Committees, shall be forfeited and be retained absolutely by the said Bondholders' Committees.

Seventh: Simultaneously with such deposit of bonds to the amount of at least Eight Million Four Hundred Thousand Dollars ($8,400,000) the Southern Pacific Company agrees to pay to the Bondholders' Committees or their nominees in New York, by first-class bankers' sight draft on London, the sum of Thirty-Three Thousand Six Hundred Pounds (£33,600) sterling, being at the rate of Four Pounds (£4) per bond in respect of the bonds so to be deposited. If the Southern Pacific Company shall not elect, as hereinbefore mentioned, to have the existing first mortgage foreclosed, then upon the delivery to the said Union Trust Company, of New York, of the new bonds of the character hereinbefore described, to the amount at their par or face value of Nine Million Two Hundred and Forty Thousand Dollars ($9,240,000), the Union Trust Company, of New York, shall deliver to the Trustee of the new mortgage the Eight Million Four Hundred Thousand Dollars ($8,400,000) par value of now existing First Mortgage Bonds, so deposited with it, together with all coupons deposited therewith. In case the Southern Pacific Company shall elect to have such now existing first mort-

gage foreclosed, the Union Trust Company, of New York, shall under and pursuant to the directions of the Southern Pacific Company, use such deposited bonds and coupons to bring about such foreclosure, and for the purchase of the property by the said Union Trust Company, of New York, or its nominee or nominees, at any sale or sales thereunder, and the said Union Trust Company of New York, shall retain control of the property acquired therewith, until such new bonds to be delivered in exchange therefor under the third Article hereof, shall be prepared by the corporation issuing the same, duly guaranteed by the Southern Pacific Company, and shall have been deposited with the said Union Trust Company of New York; and thereupon the property acquired shall be conveyed and turned over to the corporation issuing the new bonds, which corporation the Southern Pacific Company agrees to cause to be formed. In case of such foreclosure proceedings, the Southern Pacific Company is to cause a decree to be obtained, and a sale thereunder had and confirmed, within twelve months from the date of the execution and delivery of this instrument, or within such further time as may be fixed upon as reasonable by the counsel of the Bondholders' Committees, and of the Southern Pacific Company, or in case of their disagreement, by Benjamin H. Bristow, Esq., whose decision shall be final. In case the Southern Pacific Company fails to obtain a decree of foreclosure, and to purchase the said property within the times aforesaid, or, in case of such purchase, it fails within six months thereafter to deliver such new bonds

by such new corporation, duly guaranteed by the Southern Pacific Company, to the said Union Trust Company, of the City of New York, then, and in either of such events, the said Union Trust Company, of the City of New York, shall hold said property upon trust for the Bondholders' Committees without any claim thereupon or interest therein, by the Southern Pacific Company, under or by virtue of this agreement, or otherwise, and shall, when thereunto required by the Bondholders' Committees, convey such property to such persons or corporation as said Bondholders' Committees may in writing direct, and all payments by the Southern Pacific Company to the Bondholders' Committees, in pursuance of any of the Articles of this agreement, shall be forfeited and be retained absolutely by the said Bondholders' Committees. At any time after April first, One Thousand Eight Hundred and Eighty-Seven, any additional amounts of such First Mortgage Bonds acquired by the Bondholders' Committees, or either of them, shall be forthwith deposited by them in like manner with the said Union Trust Company of New York, subject to the like provisions in respect of their exchange and use in the meantime, as hereinbefore provided, in respect to the Eight Million Four Hundred Thousand Dollars ($8,400,000) bonds deposited as aforesaid, and simultaneously with each and every such additional deposit of any amount of bonds, the Southern Pacific Company will pay to the Bondholders' Committees making the deposit, the sum of Four Pounds (£4) sterling in respect of each One Thousand Dollars ($1,000) of such additional bonds.

Eighth: On the deposit of such Eight Million Four Hundred Thousand Dollars ($8,400,000) of now existing First Mortgage Bonds, and on the first day of July, One Thousand Eight Hundred and Eighty-Seven, and each six months thereafter, until the delivery to said Union Trust Company, of the new bonds hereinbefore referred to, the said Southern Pacific Company shall pay in London to the said Bondholders' Committees, interest at the rate of Two and One-Half (2½) per cent upon an amount equal to One Hundred and Ten (110) per cent upon the now existing First Mortgage Bonds of the Oregon and California Railroad Company, which shall have been theretofore deposited (with all now unpaid coupons appertaining thereto) with the said Union Trust Company, under the terms of this agreement, and the new bonds to be delivered by the Southern Pacific Company, as hereinbefore prescribed, shall bear interest at the rate of Five (5) per cent per annum, only from the last date at which the Southern Pacific Company shall have made such payment.

Ninth: It is understood and agreed that there shall not at any time between the execution of this agreement and the delivery to the Pacific Improvement Company and the Southern Pacific Company respectively of the stocks and securities to be delivered to them as hereinabove provided, be any increase of the amount of the outstanding bonds or capital stock or indebtedness of the said Oregon and California Railroad Company, or

any issue of Receivers' Certificates affecting its property, or increase of the Receivers' indebtedness, or dividend, or other distribution or diminution of assets, except so far as the same may necessarily result from the operation of the road or maintenance of the offices of the corporation.

Tenth: The Pacific Improvement Company and the Southern Pacific Company will pay to the Stockholders' and Bondholders' Committees respectively, and as part of the consideration for the sales of shares and bonds hereinbefore specified, such stock of the Central Pacific Railroad Company and such sums in cash as may be necessary to pay and provide for the fees, remuneration and liabilities of said Committees, including counsel fees and office expenses incurred by said Committees, and the services of the employees of said committees, but not exceeding in the aggregate Two Thousand Five Hundred (2,500) shares of such stock and the sum of One Hundred and Fifty Thousand Dollars ($150,000) in cash. The audit of the London Bondholders' Committee of such accounts shall be necessary, and shall be final and conclusive as against the Southern Pacific Company and the Pacific Improvement Company. Such Twenty-Five Hundred shares are to be delivered to the Bondholders' Committees simultaneously with the deposit of bonds and exchange of stock as hereinbefore provided, and the cash payment of One Hundred and Fifty Thousand Dollars ($150,000), or so much thereof

as may be required as aforesaid, shall be made simultaneously with the declaration in writing by the Southern Pacific Company of its election or non-election to cause the existing first mortgage to be foreclosed.

Eleventh: When this agreement shall have been fully performed by the Pacific Improvement Company and the Southern Pacific Company respectively, then all sums of money and assets remaining in the hands of the said Committees, or any of them, out of the proceeds of assessments or derived from other sources, excepting from the aforesaid payment of Four Pounds (£4) per bond and Four (4) Shillings and Three (3) Shillings in respect of preferred and common stock respectively, shall be paid over to the Pacific Improvement Company.

Twelfth: The Southern Pacific Company further agrees to and with the Bondholders' Committees to pay all Receivers' indebtedness, as well as all costs and counsel fees, in the now pending foreclosure suit or in any foreclosure suit which it may hereafter elect to or cause to be instituted. It also agrees to pay all the charges and expenses of every description of the Union Trust Company of New York, or of its nominee or nominees for any matter or service to be done or performed by it under and in pursuance of any or either of the Articles of this Contract.

Thirteenth: The Southern Pacific Company further agrees with the Bondholders' Committee to pay the cost

of transportation and insurance on the aforementioned bonds both from London to New York and from New York to London, and in addition thereto, one-half of a commission of Fifteen Thousand Dollars ($15,000) which the Bondholders' Committees are to pay to their agents in New York for receiving and delivering the said bonds to the Union Trust Company of New York, and for receiving in return therefor from the said Trust Company the new bonds so to be issued as aforesaid.

Fourteenth: The Southern Pacific Company further agrees to and with the Bondholders' Committees to cause to be stamped the certificates heretofore issued by either of such Committees, with a statement that the holder of such certificates is entitled to the benefit of this agreement, and has assented thereto. The Southern Pacific Company further agrees to designate a person in London and a person in Frankfort, who shall be authorized to so stamp such certificates, as and when they are presented by the holders thereof, without expense to such holders.

Fifteenth: The Southern Pacific Company agrees to execute a lease of the railroad of the Oregon and California Railroad Company or of its successors, for a period of at least forty years from the date of issue of the new bonds, and such railroad company agrees to execute such lease, and such lease is to form part of the consideration of the guaranty by the Southern Pacific Company of the new bonds as aforesaid. Any infirmity or invalidity of or in said lease shall not be deemed a

breach of this agreement by the Southern Pacific Company or the Oregon and California Railroad Company or its successors, nor shall it in any wise affect the validity, legality or sufficiency of the guaranty of such new bonds by the Southern Pacific Company.

Sixteenth: The Pacific Improvement Company and the Southern Pacific Company further agree that, upon issue of the new bonds, hereinbefore provided, the Second Mortgage Bonds of the said Oregon and California Railroad Company, which shall have heretofore been delivered by the Stockholders' Committee to the Pacific Improvement Company, as hereinbefore prescribed, shall be canceled, and thereupon, unless the counsel of the Southern Pacific Company and the Bondholders' Committees should otherwise determine, the First Mortgage Bonds, which shall have been deposited by the Bondholders' Committees hereunder, shall also be canceled. Upon the cancellation of such Second Mortgage Bonds, the Pacific Improvement Company shall thereupon take all proper proceedings to have the mortgage securing the same, satisfied of record. As soon as all outstanding bonds not deposited by the Bondholders' Committees with the Union Trust Company, as hereinbefore provided, shall have been paid, or otherwise satisfied, all proper proceedings shall be taken to have the mortgage securing such now existing First Mortgage Bonds of said Oregon and California Railroad Company, satisfied of record, unless, in the joint judgment of the counsel for the Southern Pacific Company and the Bond-

holders' Committees, it should be deemed more expedient not then to have said mortgage so satisfied.

Seventeenth: The Union Trust Company of New York, has executed this agreement as evidence of its acceptance of the trusts thereby assumed and undertaken by it, and the Oregon and California Railroad Company has executed this agreement as an evidence of its acquiescence and approval of the same, and of its obligation to assist in carrying out the provisions thereof.

In Witness Whereof, the parties of the first, third and fourth parts have hereunto set their hands and seals, and the parties of the second, fifth and sixth, and seventh parts have caused their corporate names to be hereunto subscribed, and their corporate seals to be hereunto affixed by their Presidents or Vice-Presidents respectively, the day and year first above written.

Exhibit F

This Agreement, Made this first day of July, 1887, between the Oregon and California Railroad Company, a corporation duly organized and existing under the laws of the State of Oregon, and the Southern Pacific Company, a corporation duly organized under the laws of the State of Kentucky.

Witnesseth, That the said Oregon and California Railroad Company hereby leases to the Southern Pacific Company for the term of forty (40) years from the date hereof all of its railroad situated in the State of Oregon known as the Oregon and California Railroad, with all its branches, together with the rolling stock, telegraph lines, tools and property of every kind and nature whatsoever in use upon or in connection with the said railroad, and together with all the appurtenances thereunto belonging, with the right to possess, maintain and operate the said property and to receive the rents, issues and profits thereof.

In consideration thereof the Southern Pacific Company agrees to and with the said Oregon and California Railroad Company that during the continuance of this lease it will keep the said leased property in good order, condition and repair, operate, maintain, add to and better the same at its own expense, pay all taxes legally assessed against the same, or levied thereon, and pay the interest as it shall mature, on such First Mortgage Bonds of said Oregon and California Railroad Company, secured by

indenture or Deed of Trust to the Union Trust Company of New York, dated July 1st, 1887, as may be issued in respect of its now existing lines or the extension now under construction of its main line to the boundary between Oregon and California as may be hereafter guaranteed by said Southern Pacific Company, and that it will on the first day of May in each year during the continuance of this lease, pay to the said Oregon and California Railroad Company such balance, if any, of the net earnings or income received by said Southern Pacific Company from the said leased premises with the appurtenances for the year ending on the thirty-first day of December then next preceding as shall remain in its hands after all charges and expenses incurred by it and all the payment for taxes and interest hereinbefore provided or agreed or directed to be made and all current fixed charges of the said Oregon and California Railroad Company and all indebtedness of said Railroad Company to said Southern Pacific Company, are paid. *Provided,* that if such balance of net earnings or income received by the Southern Pacific Company from the said leased premises with the appurtenances for any year, which by the foregoing provisions hereof would be and become payable by said Southern Pacific Company to said Oregon and California Railroad Company, shall exceed the amount of seven (7) per centum upon the par value of the then existing Preferred Stock of the Oregon and California Railroad Company, and six (6) per centum per annum upon the then existing Common Stock of the Oregon and California Railroad Company,

said Southern Pacific Company shall be entitled to and shall retain to itself for its own use any and all excess of such balance of net earnings and income over and above the amounts of seven (7) per centum per annum upon the par value of the Preferred Stock and six (6) per centum per annum upon the par value of the Common Stock of said Oregon and California Railroad Company, and said Southern Pacific Company further agrees to and with the said Oregon and California Railroad Company that it will upon the termination of this lease, return the said premises to the said Oregon and California Railroad Company or its successors, with its additions and betterments, in as good condition and repair as the same were at the date thereof; and in further consideration of this lease it has agreed to execute and will execute a guaranty of the payment of the principal and interest of each of the bonds of the issue above mentioned as may be issued in respect of its now existing lines or the extension now under construction of its main line to the boundary between Oregon and California, and of such further bonds of said issue as the said Oregon and California Railroad Company may during the existence of this lease, request it to guarantee.

It is understood and agreed that the mortgage from the Oregon and California Railroad Company to the Union Trust Company of New York, bearing date July 1, 1887, and the bonds issued thereunder, have and shall have priority of the lien upon the mortgaged property over the lien and claim of the Southern Pacific Company as lessee hereunder.

In Testimony Whereof, the parties hereto have caused these presents to be signed by their respective Presidents and their respective corporate seals affixed and attested by their respective Secretaries the day and year first above written.

Exhibit G

This Indenture, Made and entered into this first day of August, Eighteen Hundred and Ninety-Three, by and between the *Oregon and California Railroad Company*, a corporation existing under the laws of the State of Oregon, party of the first part, and the *Southern Pacific Company*, a corporation, existing under the laws of the State of Kentucky, party of the second part, *Witnesseth*:

First: The party of the first part hereby leases to the party of the second part, for the period of thirty-four years, from and including the date hereof, the railroads of the party of the first part in the State of Oregon, and also the equipments and appurtenances of every kind and nature whatsoever thereto respectively belonging or appertaining.

Second: The party of the second part will pay to the party of the first part a yearly rental for the premises so leased, amounting to the sum of Five Thousand Dollars per annum, which rental shall be paid in four installments of Twelve Hundred and Fifty Dollars each on the first days of February, May, August and November of each year during the pendency of this lease, (commencing on the first day of November, Eighteen Hundred and Ninety-Three), it being understood and agreed that the amount of such rental, so far as requisite, shall be appropriated and applied by the party of the first part to the expense of maintaining and keeping up

its corporate organization under the laws of the State o
Oregon.

Third: The party of the second part is to opera
the said leased railroads belonging to the party of th
first part and shall, in the first place, out of the earning
and income derived therefrom, pay the cost of operatin
such railroads and the incidental expenses connecte
therewith, and likewise pay the taxes and assessmen
on the said demised premises, the cost of insurance ther
of if and so far as effected, such amounts as it may b
come necessary to pay for damages to persons and pro
erty incurred in the course of operating the said lease
railroads, or on account of land purchases heretofo
made by or on behalf of said party of the first part, an
the expense of repairing, maintaining, improving, addin
to and keeping up the said leased railroads, with all the
appurtenances, and of maintaining, providing and kee
ing up in suitable condition and repair rolling stock an
equipment for carrying on as economically and profi
ably as may be the transportation business of said lease
railroads, and, so far as the same shall not be paid fro
the rentals or income or proceeds of sale of lands, th
expenses of and connected with the lands of said part
of the first part, and perfecting the title thereto, an
payment of taxes and assessments thereon, and the ex
penses of and connected with its land department; an
after the payments and deductions aforesaid, the sai
lessee shall apply the residue of the amount of the ne
income and earnings of said railroads, to such extent

shall be required for the purpose, to the payment of the interest and any sinking fund contributions from time to time becoming due and payable during the existence of this lease upon the now existing bonded indebtedness of the party of the first part and such other bonded indebtedness of said party of the first part as may be created by said party of the first part with the assent of the party of the second part hereto.

And it is Further Provided and Agreed, by and between the parties hereto, that on the first day of May in each year during the continuance of this lease, the party of the second part shall pay to the party of the first part such balance, if any, of the net earnings or income received by the party of the second part from the said leased premises, with the appurtenances, for the year ending on the 31st day of December then next preceding, as shall remain in its hands after all the payments, expenses, deductions and advances and all the payments for interest and sinking fund contributions heretofore provided for or agreed or directed to be made, are paid. *Provided However,* that if at the time, viz: such 1st day of May when such balance of such income or rental is provided to be paid to the party of the first part, there shall be any sum due or owing from the party of the first part to the party of the second part, for or in respect of advances or payments theretofore made by the party of the second part, or for new additions or improvements to the demised premises, or any part thereof, or for expenses of keeping up the corporate organization

of the party of the first part, or maintaining agencies for the transfer of its stock and bonds, or for any expense of its business affairs, or for or in respect of any other sums which may have been lawfully advanced or paid by the lessee to or for the party of the first part, the party of the second part shall be entitled to retain and pay to itself whatever may be owing to it from the party of the first part for or in respect of any of the causes or matters or considerations aforesaid, including any interest which may be due or owing from the party of the first part to the party of the second part thereon. And *Provided further,* that if such balance of net earnings or income received by the party of the second part from the leased premises, with the appurtenances, for any year, and which by the foregoing provisions hereof would be and become payable by said party of the second part to said party of the first part, shall exceed the amount of seven per cent per annum upon the par value of the then existing preferred stock of the party of the first part and six per cent upon the par value of the then existing common stock of said party of the first part, then and in that event the said party of the second part shall be entitled to and shall retain to itself for its own use any and all excess of such balance of net earnings and income over and above the amount of seven per cent per annum upon the par value of the then existing preferred stock, and six per cent per annum upon the par value of such then existing common stock of the party of the first part.

Fourth: It is further understood and agreed be-

tween the parties hereto that at the time when this lease shall go into operation, the party of the second part shall receive and be entitled to use and apply in the operations of the said demised premises, all fuel, rails, and materials and supplies which shall then be on hand belonging to the party of the first part; and likewise to collect and receive all sums which may be at that time due and owing to the party of the first part for freights and passage money, including all sums in the hands of agents or employees, or due from connecting roads, and likewise that the sums that may at such time be due or owing by the party of the first part for back wages of employees, and for fuel, rails and other materials and supplies for the business of said demised premises, or to connecting roads, or damages to persons or property in the operation of the road, or for other incidental expenses of the party of the first part, shall be paid by the party of the second part, and all the receipts and payments for and on account of such back freights and passage money and moneys in the hands of agents, employees or connecting roads and for such back wages and debts for fuel, rails and other materials and supplies, and to connecting roads, and for damage to persons and property, and incidental expenses as aforesaid, shall be brought into and form part of the accounts of the party of the first part with the party of the second part hereunder for the year ending December 31st, 1898, in like manner and with like effect in all respects as if the same had accrued during that year.

Fifth: In case the amount of net earnings or income of the said demised premises applicable under the preceding provisions hereof to the payment of the current interest upon the bonded indebtedness of the party of the first part shall be insufficient in any year to pay in full such current interest for the year, it shall be optional with the party of the second part whether or not to advance or pay for account of the party of the first part the amount of such deficiency, and if the party of the second part shall advance or pay for account of the party of the first part such deficiency, or any part thereof, it shall be entitled to interest at the rate of six per cent per annum upon such advances or payments until reimbursed therefor, and shall be entitled to repay itself for such advances or payments and interest at any time, or from time to time, out of the subsequent earnings or income of said demised premises in the manner provided by the third article hereof in that behalf, and shall have a lien therefor upon the demised premises, and the income thereof, until such advances, or payments, with interest thereon, shall be reimbursed; and in case the party of the second part shall at any time, or from time to time, make any advances to or for the party of the first part, for new additions or improvements of the demised premises, or any part thereof, or for the necessary expenses of keeping up the corporate organization of the party of the first part, or maintaining agencies for transfer of its stock and bonds, or for other incidental expenses not paid by the party of the second part under the lease, or for any other object or purpose, the party of the second

part shall be entitled to receive interest upon all such advances at the rate of six per cent per annum from the making until the reimbursement thereof, and the party of the second part shall have a lien for such advances, and the interest thereon, upon the said demised premises and the income thereof until such advances are reimbursed, with interest, and the party of the second part shall be entitled at any time, and from time to time, to refund to itself such advances and interest out of any earnings or income of the demised premises which may be in its hands unless it shall have been expressly agreed between the parties hereto to the contrary in writing at or before the making of such advances.

Sixth: The party of the second part will, when thereunto requested so to do by the party of the first part, guarantee the payment of the principal and interest of all bonds of the party of the first part which may have been or may hereafter be issued under mortgage from the party of the first part to the Union Trust Company of New York, dated July 1, 1887, such guaranty to be substantially in the form following, viz:

"For value received the Southern Pacific Company hereby guarantees the punctual payment of the principal of and interest upon this bond as therein provided, and agrees that the mortgage given to secure its payment shall have priority of lien upon the mortgaged property over its lien and claims thereon as lessee of the Oregon and California Railroad.

In Witness Whereof, the corporate seal of the said Southern Pacific Company is hereunto affixed and attested by its treasurer by order of the Board of Directors this thirty-first day of December, 1887.

Attest: Treasurer."

Seventh: This indenture may be at any time modified in any of its terms or provisions or cancelled by agreement of the parties hereto.

Exhibit H

An Indenture made the first day of July, in the year of our Lord One Thousand Eight Hundred and Eighty Seven, by and between the Oregon and California Railroad Company, a corporation created, organized and existing under the laws of the State of Oregon, party of the first part, and the Union Trust Company of New York, a corporation created, organized and existing under the laws of the State of New York, party of the second part.

Whereas the party of the first part is the owner of lines of railway already constructed from East Portland to Ashland, from Albany Junction to Lebanon, and from Portland to Corvallis, all in the State of Oregon, and of lands granted under the acts of Congress respectively entitled "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California to Portland, in Oregon," approved July 25, 1866, and "An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville in the State of Oregon" approved May 4, 1870, and is about extending to the California State line such railway now constructed from East Portland to Ashland; and

Whereas, the party of the first part and its successors are about to execute and issue from time to time (but with the limitations hereinafter prescribed in respect

to the aggregate amount thereof which may at any time be outstanding, which amount is not in any case to exceed, at the par or face value of such bonds, the sum of Twenty Million Dollars,) first mortgage bonds for One Thousand Dollars each of the general form and tenor following, to-wit:

UNITED STATES OF AMERICA

Oregon and California Railroad Company.

No. First Mortgage Gold Bond. No.

The Oregon and California Railroad Company, for value received, promises (unless this bond should be sooner redeemed as hereinafter provided) to pay to the bearer hereof, or, if registered, to the registered holder hereof, the sum of One Thousand Dollars forty years after date, and, on presentation and surrender at or after maturity of the respective interest warrants hereunto annexed, to pay to the person presenting the same, or if this bond is registered and the interest warrants appertaining thereto cancelled, to pay to the registered holder hereof, interest on such principal sum at the rate of five per centum per annum, semi-annually, on the first day of January and July in each year, such payments of principal and interest to be made at the office or agency of said Company in the City of New York in United States gold coin. This is one of the first mortgage bonds of said Railroad Company, the total issue of which is limited to twenty million dollars par value, secured by a deed of trust to the Union Trust

Company of New York, Trustee, dated July 1, 1887. The net proceeds of lands sold subsequently to May 12, 1887, and of the lands included in said deed of trust securing such first mortgage bonds, are to be applied to the redemption and cancellation of such bonds by annual drawings at par, unless purchasable at a lower price, as prescribed in said deed of trust. The principal of this bond may, by reason of one year's default in the payment of any interest, become and be due and payable as provided in said deed of trust. None of said Bonds are to be in any wise binding or obligatory unless authenticated by the certificate endorsed thereon, signed by said Trustee or its successor or successors in said trust. This bond may at any time, upon production thereof to said Railroad Company and proper endorsement being made thereon and either with or without the surrender to said Railroad Company for cancellation of all unpaid interest warrants appertaining thereto, be registered upon the books of the Company in the name of the holder thereof and thereupon its transferability by delivery will cease, and thereafter it can be transferred only by the registered holder or his attorney by transfer duly made upon such books.

In Witness Whereof, the said Railroad Company has caused these presents to be signed by its President and its corporate seal to be affixed thereto and attested by its Secretary, this first day of July, One Thousand Eight Hundred and Eighty Seven.

Oregon and California Railroad Company,

(Seal) By President.

Attest: Secretary.

And Whereas, the General form of the several interest warrants to be annexed to such bonds (each of which interest warrants is to bear the engraved signature of the Treasurer of the Railroad Company) is to be as follows, viz:

(Form of Interest Warrant)

Interest warrant for twenty-five dollars gold, being for semi-annual interest maturing on the first day of .....upon the Oregon and California Railroad Company's first mortgage bond No.
$25. (not due if bond previously redeemed)

Treasurer.

And Whereas, the form of the certificate to be endorsed on the bonds, and signed by said Trustee, is to be as follows, viz:

(Form of Trustee's Certificate.)

The Union Trust Company of New York hereby certifies that the within bond is one of the bonds described in the deed of trust within mentioned and secured thereby.

Trustee.

And Whereas, all of the said bonds are to be equally secured by this mortgage and hypothecation of the railways and railway lines of the party of the first part, and its successors constructed and to be constructed or acquired and of all their appurtenances and the franchises relating or pertaining thereto;

And Whereas, such issue of bonds, and the execu-

tion of this mortgage or deed of trust to secure the same, has been assented to by the holders of upwards of a majority of the preferred stock and by the holders of upwards of a majority of the common stock of the party of the first part.

Now, Therefore, This Indenture Witnesseth: That the party of the first part, in consideration of the premises, and of one dollar to it paid by the party of the second part, the receipt whereof is hereby acknowledged and for the purpose of securing the payment of such bonds, with the interest to accrue thereon, according to the true intent and meaning thereof, hath granted, bargained, sold, aliened, remised, released, conveyed and confirmed and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part and its successors and assigns forever. All the railways and railway lines of the party of the first part, and its successors, whether constructed or to be constructed or acquired and all their appurtenances, including therein all rights of way, superstructure, rails, tracks, side tracks or sidings, bridges, buildings, fences, depots, station houses, shops, warehouses, offices, docks, ferries, ferry boats and landings, telegraph lines, car houses, engine houses, machine shops, repair shops, buildings, erections and structures necessary to the operation of said railways or said railway lines, and all and singular the locomotives, rolling stock, equipment and machinery appertaining thereto, whether now owned or hereafter to be acquired; and also all the rents, issues, tolls, incomes, earnings and profits of such

railways and railway lines; and also all the rights, privileges, immunities and franchises relating or pertaining to such railways or railway lines which the said party of the first part now possesses, owns or is entitled unto, or it or its successors may hereafter become possessed of or entitled unto, and all the property real, personal or mixed, which on the 12th day of May, 1887, was covered by the mortgage securing the then existing first mortgage bonds of the Oregon and California Railroad Company except the amounts due for lands sold previous to such last mentioned date, and except the cash in the hands of the trustee under the mortgage last referred to, and all extensions thereof and future acquired property in the State of Oregon, of the said party of the first part; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, and its successors, of, in and to the premises and every part and parcel thereof, with the appurtenances.

To Have and to Hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, and its successors and assigns forever, in trust, nevertheless, for the securing and benefit of all and every the persons or bodies corporate who or which shall be or at any time become the holder or holders of any such bonds or the interest warrants appertaining thereto, without preference to the holder of any of the said bonds or interest warrant over any of the others, by reason of priority, in the date thereof or the time of the issuing or negotiat-

ing of the same. Provided, Always, and these presents are upon the express condition, that if the party of the first part, or its successors or assigns, shall well and truly pay or cause to be paid to the holders of the said bonds and interest warrants, when and as the same shall become due and payable, the principal and interest moneys secured hereby according to the terms, provisions and conditions, tenor and effect of the said bonds, then these presents and the estate hereby granted shall cease, determine and be null and void. And it is covenated and agreed by and between the parties hereto that until default shall be made by the said party of the first part, its successors and assigns in the payment of the principal or interest of the said bonds or some of them or some part thereof, the said party of the first part, its successors and assigns, shall be suffered and permitted to possess and enjoy the said premises, with their appurtenances, and all and singular the rights and franchises hereinbefore described, and to receive, take and use the tolls, income, earnings and profits thereof, and the trustee or trustees hereunder shall have full power, in its or their discretion upon written request of the party of the first part, its successors or assigns, assented to in writing by the Southern Pacific Company, the guarantor of both the principal and interest of bonds secured by this deed of trust, to convey, by way of release or otherwise, and fully release from the lien of this mortgage, any property of any description (except lands granted by the United States) which in its or their judgment shall not be necessary for or for use in connection with said

railways and to consent to such changes in the location of tracks, depots and other buildings as in its or their judgment may be expedient, and to make and deliver the releases and conveyances necessary to carry the same into effect, but any property which may be acquired for permanent use in substitution for any so released or conveyed shall thereupon become subject to the lien of this mortgage, and upon request of the trustee or trustees hereunder shall be conveyed to it or them by the party of the first part, its successors or assigns, upon the trusts of these presents. But if default shall be made in the payment of the principal or interest moneys mentioned in the said bonds, or any or either of them, or any part thereof, according to the tenor and effect of said bonds, or either of them, and if such default shall continue for the period of one year, then, and in that case, the party of the second part or its successors in the trust are hereby authorized and empowered and at the written request of the holders of one fourth part of the said bonds then outstanding in respect of which such default shall have been made, it shall be it and their duty to enter into and upon, and take and hold possession of, all and singular the premises, estates, franchises, rights, privileges and property hereby granted and conveyed or intended so to be and in person or by one or more agents, to operate the said railways, to make from time to time all such repairs and replacements as it or they may deem judicious, and all such useful alterations, additions and improvements as the income coming into its or their hands shall be adequate to pay for, and to take, collect and receive

all fares, freights, tolls, earnings, issues, profits and income of said railways and apply such fares, freights, tolls, earnings, issues, profits and income to the proper expenses of holding, operating and managing the said railways and other premises, and conducting the business thereof, to the payment of and for all taxes and assessments which shall be levied or assessed thereon, and all necesary and proper repairs, replacements, alterations, additions, and improvements upon said property, and all expenses, costs, charges and counsel fees in the premises of said party of the second part, or its successors in the trust and a reasonable compensation for its or their services, and next to the payment of the interest and principal of the said bonds, according to the tenor and effect thereof, as the same may be or become due and payable, and in case the principal moneys secured by such bonds shall not have become due, the moneys applicable to the payment of interest shall be applied upon the interest warrants remaining in default in the order of their maturity; in case the said principal moneys shall have become due, the moneys applicable to the payment of the principal and interest on such bonds shall be applied to such principal and interest pro rata without any preference or priority whatsoever. And further, if default shall be made in the payment of the principal or interest moneys mentioned in the said bonds, or any or either of them, or any part thereof, and if such default in the payment of such interest moneys shall continue for a period of one year; then and in either of such cases the said party of the second part or its successors in the

said trust, may, and in the later case at the written request of holders of one-fourth of the said bonds then outstanding in respect of which such default shall have been made, must, and it and they are hereby authorized and empowered and directed to cause the whole of the said premises, estates, franchises, rights, privileges and property hereby granted and conveyed or intended so to be, with their appurtenances, and all benefit and equity of redemption of the said party of the first part, and its successors and assigns therein or thereto, to be sold at public auction in the City of New York, in the State of New York, or the City of Portland, in the State of Oregon, giving at least three months' previous notice of the time and place of such sale by publishing the same at least once in each week during such period of three months, in two newspapers published in said City of New York, and two newspapers published in said City of Portland, and one newspaper published in the City of London, England, and one newspaper published in the City of Frankfort-on-the-Main, Germany, and giving such other notice of such sale as may be required by law, if any other notice be so required. And it shall be lawful for the said party of the second part or its successors making such sale, and it and they are hereby authorized and empowered as the attorney or attorneys of the party of the first part, and its successors by these presents duly constituted and appointed for that purpose, to make, execute and deliver to the purchaser or purchasers on such sale, all such deeds and conveyances as shall be necessary or proper to convey, and assure to,

and vest in, him or them, the said premises, estates, franchises, rights, privileges and property and every part and parcel thereof and all of the estate, right, title and interest of the said party of the first part, and its successors and assigns therein or thereto, and such sale and the deeds and conveyances so to be thereupon executed, shall be valid and effectual forever, and shall be a perpetual bar both in law and equity, against the said party of the first part and its successors and assigns and against all persons claiming or to claim by, from or under it or them, or any of them. And it is further declared and agreed that the receipt of the Trustee or Trustees who shall make the sale hereinbefore authorized shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money, and that such purchaser or purchasers, his or their heirs or assigns or personal representatives shall not, after paying such purchase money and receiving such receipt of such Trustee or Trustees therefor, be obliged to see to the application of such purchase money, upon or for the trusts or purposes of these presents, or be in any wise answerable for any loss, misapplication or non-application of such purchase money by the Trustee or Trustees. And it is hereby declared and agreed, that the said party of the second part, or its successors in the said trust, shall out of the proceeds of such sale, or of any sale which shall, under judicial proceedings or otherwise, be made of the said premises in enforcement of the security afforded by these presents, in the first place, pay and retain the costs and expenses attending

such sale, and all counsel fees and other expenses incurred by it or them in reference to the same, and a reasonable compensation for its or their own services in the premises; and also any balance which may be due to it or them on account of any disbursements or expenses paid or incurred in or about the care and management of the said premises subsequent to the taking possession thereof by it or them, including the reasonable compensation of any agent or agents who may be employed in or about such care and management and shall apply the residue of the proceeds of such sale, or so much thereof as may be necessary to the payment of the whole amount of principal and interest which shall then be owing and unpaid upon the bonds secured hereby or any of them, whether the said principal by the tenor of the said bonds be then due or yet to become due. And in case of a deficiency of such proceeds to pay in full the whole amount of principal and interest owing or unpaid upon the said bonds, they shall be paid ratably in proportion to the amounts owing and unpaid upon them respectively and without discrimination as between principal and interest and without preference of the holder of any one bond or interest warrant over any of the others, and any surplus which may remain after the full payment of the principal and interest of all of the said bonds shall be paid over to the said party of the first part, or its successors or assigns, upon lawful demand being made therefor. And it is hereby further provided, covenanted, declared and agreed that if default shall be made in the payment of the interest moneys mentioned in the said bonds or

any or either of them or any part thereof, and if such default shall continue for the period of one year, then and in that event the party of the second part, or its successors in the trust, may, and upon the written request of the holders of one-fourth part of the said bonds then outstanding in respect of which such default shall have been made, must declare the entire principal of all of said outstanding bonds to be immediately due and payable; and thereupon the said entire principal shall become and be immediately due and payable, anything contained in said bonds to the contrary thereof notwithstanding. And it is hereby further provided, covenanted, declared and agreed that a majority in amount of the holders of the outstanding bonds at any time secured by these presents, may by written instrument at any time before the actual sale of the premises, waive any default in payment of interest, but so far only that the principal of the bonds shall cease to be payable forthwith, in case the said principal shall have become so payable by reason of such default; but such waiver shall be of no effect, unless assented to in writing by the Southern Pacific Company, the guarantors of both the principal and interest of the bonds secured by this deed of trust and unless the party of the first part, its successors or assigns shall, together with said waiver and assent hand to the said party of the second part or its successors in the trust, a sum of money to pay all the interest then in arrear, and the said party of the second part or its successors in the trust, shall then proceed to pay said interest. And it is hereby further provided, declared,

granted and agreed that upon the happening of such event or events as is or are hereinbefore declared, agreed or provided to authorize or direct the said party of the second part, or its successors, to sell the said premises, estates, franchises, rights, privileges and property, or to take the requisite proceedings to that end, the said party of the second part, or its successors, shall be entitled in its or their discretion instead of taking proceedings for and making sale of said premises, estates, franchises, rights, privileges and property under and in virtue of the power of sale hereinbefore contained, to proceed by bill in equity or other appropriate proceedings in any court or courts of competent jurisdiction, to foreclose this mortgage or enforce the rights, liens and securities of the Trustee or Trustees and the bondholders thereunder, and in such suit or proceedings to obtain the appointment of a receiver or receivers to be nominated by it or its successors in the trust, and thereupon said Trustee or Trustees shall be entitled to have the said premises, estates, franchises, rights, privileges and property hereby granted or conveyed or intended so to be, sold by judicial sale under the order or decree of such court or courts, for or towards the satisfaction of the principal and interest due or owing upon the then outstanding bonds issued under or entitled to the benefit of the security of this mortgage and for the enforcement of the rights, liens and securities of the Trustee or Trustees and the bond holders and in case of such judicial sale the net proceeds thereof shall be applicable and distributable in like manner as hereinbefore provided in re-

spect of the net proceeds of sale of such mortgagd premises and properties, rights and franchises under and in virtue of the power of sale hereinbefore contained; and all the stipulations and provisions in this indenture contained with reference to or consequent upon a sale of such mortgaged premises and properties, rights, immunities and franchises when or if sold under said power of sale, shall be applicable and applied as far and as nearly as may be, in case of such judicial sale being made under the order or decree of the courts. And it is hereby further provided, covenanted, declared and agreed that on any sale, whether by the said party of the second part, its successors in the trust, or a court, of the property hereby conveyed, or any part thereof, the said party of the second part or its successors in the trust, shall have the right to buy in the same and a majority in amount of the holders of the outstanding bonds shall have the right by written instrument to fix a sum which it shall be the duty of the said party of the second part, or its successors in the trust to bid for the property to be sold on behalf and for the benefit of such bond holders, but only on condition that due provision is made by such majority to the satisfaction of the said party of the second part, or its successors in the trust or the Court as the case may be, for the payment in cash of all expenses incurred in the execution of the trusts of these presents and of the proportion of such sum payable to the bondholders not concurring in such request. And on any such purchase the said party of the second part, or its successors in the trust, shall hold the property so

purchased for the equal benefit of the bond holders who had required the said party of the second part, or its successors in the trust, to buy in the property on their behalf, as the absolute property of said bond holders, without any right of redemption or resale in favor of the party of the first part, its successors and assigns. And it is hereby further provided, declared and agreed that in case of such sale as is hereinbefore authorized being made by the party of the second part or its successors in said trust, or in case of any judicial sale being made of the said premises, properties, rights and franchises hereby mortgaged, or any part thereof in enforcement of the mortgage lien hereby created, the purchaser or purchasers at such sale shall be entitled in making settlement for and payment of the purchase money bidden at such sale, to turn in or use towards the payment of such purchase money the bonds held by such purchaser or purchasers to or towards the payment whereof the net proceeds of such sale shall be legally applicable reckoning such bonds, or the amount so turned in or used of the same, for such purpose, at such sum as would be payable out of the net proceeds of such sale to such purchaser or purchasers as holder or holders of such bonds, for his or their just share or proportion of such net proceeds of sale, upon due apportionment of and concerning such net proceeds. And it is hereby further provided, covenanted, agreed and declared that any request or instrument by these presents authorized to be executed by any number of bond holders shall prima facie be deemed to be sufficiently made, executed, evi-

denced and proved by a written instrument or instruments purporting to be signed by such bond holders and stating the identifying numbers and the amount of the bonds held by each signatary and the respective signatures to which, and the production to a notary public at the time of signature of the bonds specified, shall be acknowledged before and certified to by such notary public, and his certificate attached and authenticated, by his notarial seal. No proof shall be necessary of the qualifications or identity of any such notary, so purporting to act in the United States, the British Dominions, Holland, France or the German Empire. And the said party of the first part, for itself, its successors and assigns, doth hereby covenant, grant and agree to and with the said party of the second part, and its successors in the trust and to and with the respective persons and corporations who or which shall at any time become holders of the said bonds hereby secured, or any of them, that the said party of the first part, its successors and assigns shall and will at any time and from time to time hereafter, upon request make, do, execute, and deliver all such further and other acts, deeds and things as shall be reasonably advised, devised or required to effectuate the intention of these presents, and to assure and confirm to the said party of the second part, or its successors, all and singular the property and estate, real and personal, hereinbefore described, and hereby intended to be granted, and so as to render the same, and especially such portions thereof as shall be hereafter acquired by the said party of the first part, or its successors available

for the security and satisfaction of the said bonds according to the intent and purposes herein expressed. And it is hereby further provided, covenanted, declared and agreed that the party of the first part, its successors and assigns, will and hereby doth absolutely and irrevocably waive the benefit or advantage of any and all valuation stay appraisement or redemption laws, or laws requiring liens on mortgages to be foreclosed by action or suit and of all other laws now existing or hereafter passed, which, but for this provision, would prevent the absolute and unconditional sale of the premises hereby conveyed by a court or by a trustee without suit and on any such sale the party of the first part, for itself, its successors and assigns, covenants to join in and confirm the conveyance to the purchaser. And it is hereby further provided, covenanted, declared and agreed that the mileage rate of issue of bonds hereunder is to be Thirty Thousand Dollars par value of bonds for each mile of standard gauge road now or hereafter constructed or acquired and comprised in this mortgage, and Ten Thousand Dollars par value of such bonds for every mile of narrow gauge road now or at any time hereafter constructed or acquired and comprised in this mortgage; that the party of the second part and its successors in the trust hereby created are forthwith upon the request of the party of the first part, its successors or assigns to authenticate and certify as issued hereunder and to deliver to the party of the first part, its successors or assigns, bonds of said party of the first part or its successors of the general form and tenor above set

forth, to the amount of Ten Million Five Hundred Thousand Dollars, and thereafter from time to time to further authenticate and certify as issued hereunder and deliver to the party of the first part, its successors or assigns, such bonds to amounts which shall aggregate One Hundred Thousand Dollars par value of such bonds for each mile of road constructed between the terminus of said road, near Ashland, as existing on the 28th day of March, 1887, and the California State line and Fifty Thousand Dollars par value of such bonds for each ten miles of steel rails laid down after the 12th day of May, 1887, on the lines of the Oregon and California Railroad Company, as such lines existed on the 28th day of March, 1887, and on the completion of a rail connection between the line of the Oregon and California Railroad Company, as existing at the last mentioned date and the line of the Central Pacific Railroad Company, any unissued bonds for which the mileage shall then be constructed, shall be authenticated and certified by the Trustee and delivered, provided, however, that such aggregate issue, including the amount to be forthwith authenticated, certified and delivered hereunder shall not exceed the limits of Thirty Thousand Dollars and Ten Thousand Dollars for each constructed mile of standard and narrow gauge lines respectively, or Twenty Million Dollars in all. For any additional mileage constructed or acquired either between Junction and Corvallis or elsewhere in Oregon, the said party of the second part or its successors in the trust shall authenticate and certify as issued hereunder and deliver Thirty

Thousand Dollars par value of such bonds for each mile of standard gauge road and Ten Thousand Dollars par value of such bonds for each mile of narrow gauge road; the said party of the second part or its successors in the trust, however, not to be compelled to accept less than ten miles of road at any one time, except in case of terminal sections. Authenticating certificates to such bonds are to be signed and deliveries thereof to be made by the Trustee under this mortgage from time to time, upon presentation to it of certificates in writing, executed by the President and Chief Engineer of the party of the first part, or its successors, reciting the facts authorizing delivery of such bonds hereunder; such certificates to be personally acknowledged by such officers to be true before a Notary Public of either of the States of New York, California or Oregon and without other evidence or proof of such facts. *Provided,* however, that notwithstanding anything herein contained the party of the first part or its successors, may at any one time or from time to time, require the party of the second part and its successors to authenticate, certify and deliver to said party of the first part, its successors or assigns and permit the sale of such amount or amounts of bonds as the party of the first part or its successors may think fit, provided that the proceeds of any such bonds issued in excess of the limits hereinabove prescribed shall be received by the Trustee or Trustees hereunder and not by the party of the first part or its successors or appointees, and shall be disbursed by said Trustee or Trustees to the party of the first part, or its successors or appointees

only pro rata as and when the party of the first part or its successors would have been entitled to receive such bonds under the foregoing provisions hereof, but the total issue of bonds secured by this deed of trust is not in any event to exceed for all purposes herein mentioned the aggregate sum of Twenty Million Dollars. In case the party of the first part, or its successors shall contract to sell and dispose of any of the lands granted by the United States and covered by this mortgage at prices which are assented to by the party of the second part, or its successors in this trust or its or their agent or agents on that behalf, then and in that event the party of the second part, or its successors in the trust, or any agent or agents on its or their behalf authorized so to do, shall execute such releases and conveyances as may fully discharge the lands so contracted to be sold from the lien of these presents. *Provided,* however, that in all cases the purchase money or price be paid to and received by the party of the second part or its successors in the trusts, or its or their duly authorized agent. For the purpose of facilitating such sales the Trustee hereunder may, from time to time either concur with the party of the first part or its successors in appointing an agent to make such sales and execute such releases as its attorney in fact, or may appoint an agent of its own to execute such releases and conveyances as its attorney in fact, and it may delegate to any such agent all its powers and duties in respect to the sale of lands. The proceeds of lands so sold shall be applied by the said party of the second part or its successors in the

trust to the redemption and cancellation of the bonds to be issued hereunder in the following manner, viz: If the market price of such bonds should be below par, then and in that event such proceeds of lands may be used in purchasing the same at their market price at the discretion of the said party of the second part, or its successors in the trust. But in case in the opinion of the said party of the second part, or its successors in the trust, such bonds cannot be purchased at less than par, then in that event, as soon as the sum of Fifty Thouhand Dollars shall have accumulated from such proceeds of lands, the Trustee shall cause to be drawn at its office in the City of New York in the presence of a Notary Public out of the numbers of the bonds then outstanding, the numbers of such amount of said bonds as said land moneys will suffice to redeem at par with accrued interest, and such land moneys shall, on the first day of January or July next ensuing such drawing, be applied to the payment of such bonds so drawn at par with accrued interest to such date. The party of the second part, or its successors in the trust, shall, upon the said drawing being made, without delay send notice of the numbers so drawn to the Secretaries of the Stock Exchange at New York, London and Frankfort, and the party of the first part shall upon the said drawing being made without delay, cause notice of the numbers so drawn to be advertised once a week for at least four weeks in a daily newspaper in New York, London, and Frankfort. If the said party of the first part shall fail to make all or any of the said advertisements, the party

of the second part, or its successors in the trust, shall cause them to be made, and the party of the first part shall repay to the party of the second part, or its successors in the trust, the cost thereof. But until such repayment the party of the second part, or its successors in the trust shall defray the cost thereof out of the funds in its or their hands under these presents. Bonds so drawn and advertised shall bear no interest after the next ensuing first day of January or first day of July unless on presentation thereof at the office of the said party of the second part, or its successors in the trust, in New York, payment of the said bonds, or the accrued interest thereon shall be refused. All bonds purchased or redeemed as hereinbefore provided shall be forthwith cancelled. And it is hereby further provided, declared and agreed, that any vacancy in the office of Trustee hereunder may be permanently filled by the appointment of a new Trustee or new Trustees, by an instrument or concurrent instruments in writing, executed under the hands of the holders of a majority in interest of the then outstanding bonds secured hereby, or their attorneys in fact thereunto authorized, but that the Board of Directors of the party of the first part or its successors may make a temporary appointment to fill such vacancy until a permanent appointment shall be made in the manner above prescribed. And it is hereby covenanted and agreed that any new Trustee or new Trustees appointed as aforesaid, whether by a permanent or temporary appointment, shall immediately upon its, his or their appointment, and without any further act, deed or convey-

ance, become and be vested with all the estates, trusts, rights, powers and duties of the Trustee or Trustees in whose place it, he, or they shall have been appointed; but, nevertheless the respective parties hereto and their respective successors and assigns, shall and will, upon request, make, execute and deliver all such releases, conveyances and assurances as shall be appropriate to vest in and confirm and assure to such new Trustee or new Trustees, such estates, trusts, rights, powers and duties according to the intent above expressed. And the said party of the second part does hereby accept the trust conferred upon it by these presents, but with the understanding and it is hereby expressly provided and agreed that it shall not be liable or accountable for the acts, defaults or neglect of any agent or agents who may in good faith and with reasonable discretion be appointed under and by virtue of or for the purposes of these presents to do any of the matters or things herein provided for and that no other liability or responsibility shall under any circumstances be borne by or attached to it than for the exercise of reasonable diligence only in the performance of the said trusts when action on its part for that purpose shall become necessary. The party of the second part is to be entitled to compensation for services in the execution of this trust.

In Witness Whereof, The parties hereto have caused their respective corporate seals to be hereunto affixed and attested by their respective Secretaries and these presents to be signed by their respective Presidents the day and year first above written.

OREGON & CALIFORNIA RAILROAD COMPANY,

By E. H. Pardee, President.

Attest: F. H. Davis, Secretary.

In presence of Charles H. Tweed, Edwin F. Corey.

(Seal of O. & C. R. R. Co.)

UNION TRUST COMPANY OF NEW YORK,

By Edward King, President.

Attest: A. O. Ronaldson, Secretary.

(Seal of U. T. Co., of New York.)

STATE OF NEW YORK, }
City and County of New York. } *ss.*

Be It Remembered, That on this third day of January, in the year of our Lord One Thousand Eight Hundred and Eighty-Eight before me, Edwin F. Corey, a duly appointed Notary Public in and for the City and County of New York, State of New York, and Commissioner for the State of Oregon, in and for the State of New York, residing in said City and County of New York, personally appeared Edward H. Pardee, President of the Oregon and California Railroad Company, and Frank H. Davis, Secretary of the same Company, to me respectively personally known and known to me to be such officers of the said Company, and to be the same persons described in and who executed the foregoing instrument, who being by me severally duly sworn, did depose and say: That he, said Edward H. Pardee, resides in the City of New York, in the State of New

York, and that he, said Frank H. Davis, resides i
City of Elizabeth, in the State of New Jersey; tha
said Edward H. Pardee, is the President, and he,
Frank H. Davis, is the Secretary of the said Comp
that they know the corporate seal of said Comp
that the seal affixed to the foregoing instrume
such corporate seal and that it was so affixed the
by order of the Board of Directors of the Said C
pany, and that they, the said Edward H. Pardee
Frank H. Davis, signed their names thereto by the
order as President and Secretary of said Company
spectively.

In Witness Whereof, I have hereunto set my h
and affixed my official seal this third day of Janu
One Thousand Eight Hundred and Eighty-Eight.

EDWIN F. COREY,
Notary Public, City of New York, and Commissi
for the State of Oregon. Office 60 Wall St
N. Y.
(Commissioner's Seal.)
(Notarial Seal.)

City and County of New York. } ss.
STATE OF NEW YORK, }

Be It Remembered, That on this third day of Ja
ary, in the year of our Lord One Thousand Eight H
dred and Eighty-Eight, before me, Edwin F. Co
a duly appointed Notary Public in and for the City
County of New York, State of New York, and C

missioner for the State of Oregon, in and for the State of New York, residing in said City and County of New York, personally appeared Edward King, President of the Union Trust Company, of New York, and Archibald O. Ronaldson, Secretary of said Company, to me personally known, and known to me to be such officers of said Company, and to be the same persons described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say: That he, said Edward King, resides in the City of New York, in the State of New York, and is the President of the said Company; that he, said Archibald O. Ronaldson, resides in Passaic, in the State of New Jersey, and is the Secretary of the same Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal, and that it was so affixed thereto by authority of the Board of Trustees of the said Company and that they signed their names thereto by the like authority as President and Secretary of said Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this third day of January, One Thousand Eight Hundred and Eighty-Eight.

EDWIN F. COREY,

Notary Public, City of New York, and Commissioner for the State of Oregon. Office, 60 Wall Street, New York.

(Commissioner's Seal.)

(Notarial Seal.)

Exhibit I

This Indenture, Made this first day of June, in the year One Thousand Eight Hundred and Eighty-One, between the Oregon and California Railroad Company (a corporation organized and existing under the laws of Oregon, and hereinafter called the Company), of the first part; and Henry Villard, Horace White and Charles Edward Bretherton, all of the City and State of New York, (hereinafter called Trustees), of the second part;

Whereas, By an Act of Congress entitled, "An Act granting lands to aid in the construction of a railroad and telegraph line from the Central Pacific Railroad in California, to Portland, in Oregon," and approved July 25th, 1866, it was amongst other things enacted as follows: "Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, that the California and Oregon Railroad Company, organized under an Act of the State of California, to protect certain parties in and to a railroad survey to connect Portland, in Oregon, with Marysville, in California, approved April 6th, 1863, and such Company organized under the laws of Oregon as the Legislature of said State shall hereafter designate, be and they are hereby authorized and empowered to lay out, locate, construct, finish, and maintain a railroad and telegraph line between the City of Portland, in Oregon, and the Central Pacific Railroad in California, in the manner following, to-wit: The said California and Oregon Rail-

road Company to construct that part of the said railroad and telegraph within the State of California, beginning at some point (to be selected by said Company) on the Central Pacific Railroad, in the Sacramento Valley, in the State of California, and running thence northerly, through the Sacramento and Shasta Valleys, to the northern boundary of the State of California; and the said Oregon Company to construct that part of the said railroad and telegraph line within the State of Oregon, beginning at the City of Portland, and running thence southerly through the Willamette, Umpqua and Rogue River Valleys to the southern boundary of Oregon, where the same shall connect with the part aforesaid to be made by the first named company. *Provided,* That the Company completing its respective part of the said railroad and telegraph from either of the termini herein named to the line between California and Oregon before the other Company shall have likewise arrived at the same line, shall have the right and the said Company is hereby authorized to continue in constructing the same beyond the line aforesaid, with the consent of the State in which the unfinished part may lie, upon the terms mentioned in this Act, until the said parts shall meet and connect, and the whole line of the said railroad and telegraph shall be completed."

SECTION 2. And be it further enacted, That there be and hereby is, granted to the said Companies, their successors and assigns, for the purpose of aiding in the construction of said railroad and telegraph line, and to secure the safe and speedy transportation of the mails,

troops, munitions of war and public stores over the line of said railroad, every alternate section of public land, not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile (ten on each side) of said railroad line; and when any of said alternate sections or parts of sections shall be found to have been granted, sold, reserved, occupied by homestead settlers, pre-empted, or otherwise disposed of, other lands designated as aforesaid, shall be selected by said Companies in lieu thereof, under the direction of the Secretary of the Interior, in alternate sections designated by odd numbers as aforesaid, nearest to, and not more than ten miles beyond the limits of the said first named alternate sections; and as soon as the said Companies, or either of them, shall file in the office of the Secretary of the Interior a map of the survey of said railroad or any portion thereof, not less than sixty continuous miles from either terminous, the Secretary of the Interior shall withdraw from sale public lands herein granted on each side of said railroad, so far as located and within the limits before specified. The lands herein granted shall be applied to the building of said road within the States respectively wherein they are situated. And the sections and parts of sections of land which shall remain in the United States, within the limits of the aforesaid grant, shall not be sold for less than double the minimum price of public lands when sold. *Provided,* That bona fide and actual settlers under the pre-emption laws of the United States may, after due proof of settlement, improvement and occupation, as now provided by law, purchase the same

at the price fixed for said lands at the date of such settlement, improvement and occupation. *And Provided, Also,* That settlers under the provisions of the Homestead Act who comply with the terms and requirements of said Act, shall be entitled, within the limits of said grant, to patents for an amount not exceeding eighty acres of the land so reserved by the United States, anything in this Act to the contrary notwithstanding."

SECTION 3. And be it further enacted, That the right of way through the public lands be and the same is hereby granted to said Companies for the construction of said railroad and telegraph line; and the right, power and authority are hereby given to said Companies to take from the public lands adjacent to the line of said road, earth, stone, timber, water and other materials for the construction thereof. Said right of way is granted to said railroad to the extent of one hundred feet in width on each side of the said railroad where it may pass over the public lands, including all necessary grounds for stations, buildings, workshops, depots, machine shops, switches, side tracks, turntables, water stations, or any other structures required in the construction and operating of said road."

And Whereas By another Act of Congress, entitled "An Act granting lands to aid in the construction of a railroad and telegraph line from Portland to Astoria and McMinnville, in the State of Oregon," and approved May 4th, 1870, it was, amongst other things, enacted as follows: "Be it enacted by the Senate and House of

Representatives of the United States of America in Congress assembled. That for the purpose of aiding in the construction of a railroad and telegraph line from Portland to Astoria, and from a suitable point of junction near Forest Grove to the Yamhill River, near McMinnville, in the State of Oregon, there is hereby granted to the Oregon Central Railroad Company, now engaged in constructing the said road, and to their successors and assigns, the right of way through the public lands of the width of one hundred feet on each side of said road, and the right to take from the adjacent public lands materials for constructing said road, and also the necessary lands for depots, stations, side tracks, and other needful uses in operating the road, not exceeding forty acres at any one place; and, also, each alternate section of public lands, not mineral, excepting coal or iron lands, designated by odd numbers, nearest to the said road, to the amount of ten such alternate sections per mile, on each side thereof, not otherwise disposed of or reserved or held by valid pre-emption or homestead right at the time of the passage of this Act. And in case the quantity of ten full sections per mile cannot be found on each side of said road, within the said limits of twenty miles, other lands designated as aforesaid shall be selected under the direction of the Secretary of the Interior, on either side of any part of said road nearest to and not more than twenty-five miles from the track of said road to make up such deficiency."

And Whereas, Said Oregon and California Railroad

Company has succeeded to and become invested with and is now possessed of and entitled to all the grants, rights, franchises and privileges conferred upon the Oregon Company referred to in the first hereinbefore recited Act of Congress, and of the Oregon Central Railroad Company mentioned in the secondly hereinbefore recited Act of Congress, and there has been already accepted and approved by the United States, as duly constructed under the provisions of the said firstly recited Act, the part of the railroad of said Oregon and California Railroad Company situate between East Portland and Roseburg, 198 miles in length, and as duly constructed under the provisions of the said secondly recited act, the part of the railroad of said Oregon & California Railroad Company, situated between Portland and St. Joseph, 47 miles in length, and the Company has resolved to and is about to proceed with the completion of the remaining lines of railroad and telegraph authorized by and specified in said Acts of Congress;

And Whereas, By a deed of mortgage and trust dated the first day of January, 1881, the Company mortgaged its railroads and other property therein described to Klass Van Oterendorp and Philip Lilienthal, to secure an issue of 2,500 new first mortgage bonds, for the aggregate amount of Two Million Dollars in American gold coin or Eight Million Five Hundred Thousand Marks in German money, bearing interest at the rate of six per cent per annum, payable half-yearly on the first days of January and July, and redeemable at par at

the option of the Company, all of which bonds have been issued and are now outstanding.

And Whereas, The Company, in pursuance of its articles of incorporation and by-laws, and of a plan of reorganization of the Company approved and ratified by special meeting of its stockholders, held on the 7th day of May, 1881, has resolved to make an issue of first mortgage bonds as hereinafter described, which shall be limited to the rate of Twenty Thousand Dollars for each mile of railroad now or hereafter constructed by the Company as hereinafter specified, and actually constructed at the time of issue, and of which bonds Six Million Dollars in amount shall be now issued, and to secure the payment of said bonds and the interest thereon in the manner herein provided.

And Whereas, Six thousand (6,000) in number, Six Million Dollars in amount of said bonds intended to be secured by these presents, together with the coupons annexed thereto, and the certificate of the Trustees thereon have been prepared, and are numbered consecutively from 1 to 6,000, both inclusive, and bear even date herewith, and are in the form following, that is to say:

"UNITED STATES OF AMERICA,
STATE OF OREGON.

OREGON AND CALIFORNIA RAILROAD COMPANY, of Portland, Oregon.

First mortgage six per cent gold bonds. Amount limited to $20,000 per mile of constructed road. Prin-

cipal redeemable at 110, by a cumulative sinking fund of one per cent per annum, commencing in 1886.

$1,000 No. 0000 $1,000

The Oregon and California Railroad Company, for value received, hereby binds itself to pay to the bearer, at the office of the Company in the City of New York, on the first day of July, A. D. 1921, (unless this bond shall be sooner redeemed as hereinafter mentioned), the sum of One Thousand Dollars in United States gold coin of the present standard, and to pay in the meantime interest thereon, in like gold coin, at the rate of six per centum per annum, half yearly, on the first days of January and July in each year, free of tax, upon presentation and surrender at such office, as they respectively mature, of the eighty coupons annexed.

This bond is one of the first mortgage six per cent gold bonds of the Oregon and California Railroad Company, issued and to be issued only at the rate of $20,000 for each mile of railroad now or hereafter constructed and being actually constructed at the time of issue, all being of the same amount, form and tenor, and payable in the same manner, and differing only in the identifying numbers, dates, and the number of coupons annexed, and all of which bonds issued and to be issued are equally secured by a first mortgage, dated June 1, 1881, of all the railroads of said Company, constructed and to be constructed, that is to say, from Portland to Astoria, in accordance with the Act of Congress of May 4th, 1870, and to Junction, and from East Portland to California,

in accordance with the Act of Congress of July 25, 1866, and of all its lands, rolling stock, and all other property, present and future, of said Company, of every description, to Henry Villard, Horace White and Charles Edward Bretherton, as Trustees, subject, however, to a redeemable prior lien, Two Million Dollars in amount, to be discharged as hereinafter mentioned, and which mortgage is recorded in the office of the County Clerk, in Portland, in Oregon, and in all other counties in which any part of the railroads and lands of said Company are situated; and the said mortgage provides that the proceeds of all bonds sold shall be received by the said Trustees and shall be applied by them in discharging the said prior lien for Two Millions of Dollars, and the balance of such proceeds, after discharging said prior lien, shall be applied only for the construction of the road, first, to California, and when such road is completed, then to Astoria and Junction; and that, for the purpose of securing such application, said Trustees shall pay over the proceeds only under the advice, and upon the certificate, of a supervising engineer, appointed by them.

The Company binds itself to the bearer to constitute a cumulative sinking fund, for redemption, at 110 per cent of the par value thereof, of all said bonds, such sinking fund, including the gross proceeds of all lands now or hereafter granted by the United States to said Company, together with such an addtional sum, to be paid annually by said Company to said Trustees, on the first day of July of each year, commencing July 1, 1886,

as will make up the total annual sinking fund to one per centum, from July 1, 1886, upon the aggregate amount of bonds issued, together with, and in addition to, the amount of the interest upon the bonds previously redeemed.

The bonds to be redeemed by said sinking fund shall be drawn by lot, by said Trustees, at the office of the Company in New York, on the first day of April in each year, and the numbers of the bonds so drawn advertised in daily newspapers, of general circulation, published in New York, London and Frankfort-on-the-Main.

In case this bond shall be so drawn and advertised, the amount thereof shall become payable, together with the additional sum of One Hundred Dollars, in United States gold coin, on the first day of July then next, at the office of the Company in New York, and it shall bear no interest after such date, unless, upon presentation, payment thereof shall be refused.

Said Company further agrees to receive this bond, at par, in payment for any lands offered for sale by said Company.

Said Company further binds itself to pay forthwith, upon demand, the amount of this bond, as aforesaid, in case said Company shall fail, for six calendar months, to pay any coupon annexed to this bond, when the same becomes due, or shall fail for six calendar months to pay any sum which may be payable to the said Trustees on account of the sinking fund hereinbefore mentioned, and

such default in payment of interest, or of the sum payable on account of said sinking fund shall not have been waived by a majority in amount of the holders of said bonds then outstanding in the manner provided in said mortgage. Said Company further binds itself to maintain and keep, during the continuance of this mortgage, financial agencies in London and Frankfort-on-the-Main, and to cash, on presentation at such agencies, all said bonds, and the coupons thereof, as the same become payable, at the fixed rate of exchange of four shillings and two pence sterling per dollar in London, and four marks twenty-five pfennigs in Frankfort-on-the-Main. This bond is not valid unless the certificate endorsed hereon shall be executed by said Trustees.

In Witness Whereof, Said Company has caused these presents to be sealed with its corporate seal, signed by its President and attested by its Assistant Secretary, this first day of June, 1881.

President.

Attest:

Assistant Secretary.

(*Seal.*)

(Form of Last Coupon.)

The Oregon and California Railroad Company will pay the bearer on the first day of July, 1921, Thirty Dollars in United States gold coin, free of tax, at the office of the Company in New York, being six months interest on First Mortgage Bonds of Said Company, No. , unless said bond shall have been previously redeemed.

Treasurer.

(Trustees' Certificate.)

We hereby certify that the within bond is one of the First Mortgage Six per cent gold Bonds of the Oregon and California Railroad Company, secured by the within mentioned mortgage dated June 1st, 1881, and made by said Company to us as Trustees, and that the total amount of said bonds certified by us does not exceed the rate of $20,000 for each mile of actually constructed railroad.

Trustees.

Now this Indenture Witnesseth, That in pursuance of said resolutions and to secure the punctual payment of said bonds now to be issued, and all such bonds as shall be hereafter issued on the security of these presents, but not exceeding in all Twenty Thousand Dollars for each mile of road actually constructed at the time of issue and the interest thereon, said Oregon and California Railroad Company doth hereby grant, bargain, sell, assign, transfer and convey unto said Henry Villard, Horace White and Charles Edward Bretherton, their heirs, assigns and legal successors, as Trustees of these presents all and singular the railroad lines of said Oregon and California Railroad Company, now constructed and in operation, between East Portland, and Roseburg, and between Portland and Corvallis, and Albany and Lebanon, in the State of Oregon, including the railroads heretofore known as the Oregon Central Railroad, the Western Oregon Railroad and the Albany and Lebanon Railroad, in all about three hun-

dred and six and one-half (306½) miles in length, running through the counties of Multnomah, Clackamas, Marion, Linn, Lane, Douglas, Washington, Yamhill, Polk and Benton, in said State of Oregon, together with the ferry, ferry-boats and landings connecting the said railroads at Portland and East Portland, and also all the railroads of said Oregon and California Railroad Company, to be hereafter constructed, that is to say, from Forest Grove to Astoria in accordance with the Act of Congress of May 4th, 1870, hereinbefore recited, and from Corvallis to Junction, and from Roseburg to California, to a junction within the Central Pacific Railroad, in accordance with the Act of Congress of July 25th, 1866, hereinbefore recited, and all lands, rights of way, easements and premises now acquired or appropriated, or which may hereafter be acquired or appropriated, for the purpose of the right of way of said railroad or for grounds, side tracks, depots, warehouses, tanks, roundhouses, stock yards, or any other railroad purposes, and also all lands granted by the United States in aid of the construction of the said railroads already completed between the termini aforesaid and not yet sold, estimated to be in amount about one million nine hundred thousand acres, and all lands which may be hereafter granted to said Company by the United States, and which lands are intended to be more particularly identified as the same are patented by the United States in manner hereinafter provided, and together with all rails, spikes, ties, timber, iron, switches, frogs, depots, warehouses, roundhouses, machine shops, bridges, trestle work, and all

other buildings or structures now or hereafter belonging to or used for the maintenance or operation of said railroads respectively, including all the offices, docks and warehouses of the Company in Portland and East Portland, or elsewhere, and all locomotives, cars and other rolling stock, railroad supplies, fuel, tools and machinery now used or which may hereafter be used in or provided for the maintenance or operation of said railroads, and all telegraph lines and other appurtenances of said railroads, and the franchise to operate the same, and all the income, earnings and profits of said railroads, lands and premises and all other present and future property of every description, of said Oregon and California Railroad Company.

To Have and to Hold the said railroads, lands, rolling stock, equipment, premises and property unto the use of said Henry Villard, Horace White and Charles Edward Bretherton, their heirs, assigns and legal successors, as Trustees of these presents, as joint tenants and not as tenants in common, free from all prior liens and encumbrances whatever, except the prior lien for Two Millions of Dollars created by the said deed of mortgage and trust to Klaas van Oterendorp and Philip Lilienthal, hereinbefore referred to, and which lien is to be discharged as hereinafter mentioned, in trust nevertheless for the equal benefit and security, pro rata, of every holder of any of said bonds to be now issued or which may be hereafter issued as aforesaid and intended to be secured hereby, without any priority of any one

bond over another, by reason of earlier issue or negotiation, and for the uses and purposes, and with the rights and powers, and subject to the provisions, agreements, covenants and stipulations contained in the following articles, that is to say:

ARTICLE 1. The said Oregon and California Railroad Company hereby covenants with said Trustees that it will proceed with all reasonable despatch to complete its said railroad to California, so that cars can run through from Portland to San Francisco, and will keep all the railroads from time to time constructed, and rolling stock and other property of said Company in good order and repair, and will reconstruct, replace and restore all such, or so much, and such parts thereof, as may be worn out, wrecked, destroyed or displaced, and will pay all taxes assessed against said railroads, lands and premises, and will pay the principal moneys secured by all bonds to be issued on the security of these presents, and all interest due thereon, at the times and places, and in the manner in said bonds and the coupons annexed thereto respectively specified, and perform all the conditions and stipulations in said bonds expressed and contained.

ARTICLE 2. And further, that if any coupon on any of said bonds shall not be paid on presentation, as therein provided, and shall remain unpaid for six calendar months, and such default shall not be waived in manner hereinafter specified, then the said Company will forthwith pay on demand, at the place and in the manner

in said bonds specified, the principal of all such bonds.

ARTICLE 3. And further, that said Oregon and California Railroad Company will create and maintain a cumulative sinking fund for the redemption of all said bonds at the rate of 110 per cent of the par value thereof, and will for such purpose, on the first day of July, 1886, and on every first day of July thereafter, pay at the office of the Company in New York, to said Trustees, such a sum as will, in addition to the gross proceeds of all lands now or hereafter granted by the United States to said Company, make up a total amount of one per cent per annum in gold coin, computed from the first day of July, 1886, upon the aggregate amount of bonds issued.

ARTICLE 4. And further, that in case default shall be made in any annual payment to be made for such sinking fund specified in the last article, or any part thereof, for six calendar months, and such default shall not be waived as hereinafter provided, then said Company will forthwith pay on demand at the place and in the manner in said bonds specified, the principal of each and all of the said bonds then remaining due, at the rate of 110 per cent of the par value thereof.

ARTICLE 5. Until default in any payment required by the previous articles, said Company shall freely possess the said railroads, lands and premises, and the income, earnings and profits thereof, and may contract to sell and dispose of the lands granted by the United

States and of all other lands owned by the Company not required for the maintenance and operation of its railroads; but no such sale nor any conveyance or release of said lands, or any of them, shall be valid and effectual unless such sale be at a price approved by said Trustees and received by them, and such conveyance or release shall be executed by said Trustees, or one of them, or by their attorney or attorneys in fact, thereunto lawfully authorized. And for the purpose of facilitating such sales, said Trustees may from time to time either concur with said Company in appointing an agent to make such sales and execute such releases and conveyances as their attorney in fact, or may appoint an agent of their own to supervise and join in such sales, and to execute such releases and conveyances as their attorney in fact, and they may delegate to any such agent all their powers and duties in respect to the sale of lands, except the custody of the proceeds thereof.

ARTICLE 6. Said Trustees shall hold the said proceeds of all lands sold and the payments to be made to them by said Company as above mentioned, as well as all interest received upon bonds redeemed, as a cumulative sinking fund, to discharge and extinguish the whole of said bonds by annual redemption at the rate of 110 per cent of the par value thereof, in the following manner: on the 1st day of April, 1886, and on the 1st day of April in every succeeding year, or as soon thereafter as may be, said Trustees shall cause to be drawn at the office of the Company in New York, in the

presence of a Notary Public, out of the whole number of bonds then outstanding such a number of bonds as said sinking fund will, on the 1st day of July then next ensuing, suffice to redeem as hereinbefore mentioned.

ARTICLE 7. Said Trustees shall publish by notice, conspicuously posted up on or before the 30th day of April next ensuing after each such drawing, in the office of the Company in New York and at the financial agencies of the Company in London and Frankfort-on-the-Main, and so remaining until the 1st day of July then next ensuing, and by advertisement in daily newspapers of general circulation, published respectively in New York, London and Frankfort, the numbers of the bonds so drawn for redemption, and shall pay and redeem such bonds at the rate of 110 per cent of the par value thereof, at the office of the Company in New York, on the said first day of July, or so soon thereafter as the said Company shall pay over the sums hereby stipulated to be paid for the purpose.

ARTICLE 8. When any bonds shall have been drawn as aforesaid, and notice given of the numbers of the bonds so drawn for redemption, then each bond so drawn shall become payable on the first day of July then next ensuing, together with the additional sum of One Hundred Dollars in gold coin of the United States, making in all 110 per cent of the par value thereof, payable at the office of the Company in New York, and shall bear no interest after that day, unless, on presentation thereof at the office of the Company in New York,

payment of said bond at the rate aforesaid, or any inte
est due thereon, shall be refused.

ARTICLE 9. The bonds redeemed out of the sink
ing fund by said Trustees shall be cancelled by them
but the coupons shall remain in full force and shall b
regularly presented by the Trustees, and the amoun
thereof collected, for the benefit of the sinking fund.

ARTICLE 10. All bonds which from any cause re
main unredeemed on the first day of July, 1921, shall b
then paid off at the rate of 110 per cent of the par valu
thereof.

ARTICLE 11. When all of said bonds shall be re
deemed by said sinking fund, or acquired and cancelle
by said Company, and handed to said Trustees, so can
celled, they shall enter satisfaction of record of thes
presents.

ARTICLE 12. In case said Company shall fail to kee
the said railroads, rolling stock, equipment and premise
herein comprised, or at any time hereafter subject to th
lien of these presents, in good order and repair, or i
case default shall be made in payment of any coupon o
any of said bonds, or of the said sums to be paid for th
sinking fund as aforesaid, or any part thereof, and suc
default shall continue for six calendar months, or i
payment of any taxes assessed against said railroad
lands and premises, it shall be lawful for said Trustee
to take possession personally, or by their agent, o
agents, of said railroads, rolling stock and equipmen

and the lands and other premises hereby conveyed, or which may be then subject to the lien of these presents, and to operate the said railroads and manage the same, and collect and receive the income, earnings and tolls thereof, and the proceeds of lands contracted to be sold; and said Company covenants and agrees that it will, on demand, surrender such possession and permit said Trustees to use and possess said railroads, rolling stock, land and premises, without interruption or disturbance, and will permit and suffer said Trustees to collect and get in all freight moneys, ticket balances or other earnings, and the purchase moneys of all lands sold, either then due or thereafter becoming due, and in case it may be necessary, or may be deemed advisable, by said Trustees, to take legal proceedings for foreclosure of this mortgage, or to obtain possession of said premises, in pursuance of the provisions of this article, they shall be entitled to the appointment of a Receiver, or Receivers, to be nominated by them, or to be themselves nominated and appointed Receivers, as they may think most expedient.

ARTICLE 13. Said Trustees, when in possession of said railroads, lands and premises, shall have the right as irrevocable attorney or attorneys of said Company, to bring or defend, in the name of the said Company, any actions for the collection of income, freight moneys, ticket balances or other earnings or unpaid purchase money for lands sold, or for obtaining or defending the possession of any property subject to the lien or trusts

of these presents, or for the condemnation of lands required for the maintenance or operation of said railroads, or in any manner affecting the maintenance thereof.

ARTICLE 14. Said Trustees are hereby authorized in their discretion, to accept possession of said railroads, with the rolling stock, lands and appurtenances herein comprised, although no such default as aforesaid shall have been made, if said Company shall offer to give up possession to them, and thereupon to manage and operate the same, and collect the income and earnings thereof, as hereinbefore provided.

ARTICLE 15. It shall be the duty of said Trustees to take possession of said railroads, lands and premises, after any such default as aforesaid, upon written requisition made to them for such purpose by the holders of not less than one-quarter in amount of said bonds then outstanding.

ARTICLE 16. Said Trustees shall have full power, from time to time, for the purpose of enforcing and administering the trusts and powers of these presents, and for operating and managing or keeping in good order and repair the said railroads, rolling stock, lands and premises, to hire and employ such managers, officers, clerks, agents, attorneys and assistants, as they shall deem necessary or useful, and to defray all expenses of such employment, and of otherwise executing the trusts of these presents, and to pay any taxes assessed upon

the trust premises or any part thereof, or any other prior charge thereon, out of any moneys coming to their hands, and in case said Trustees shall have no funds in their hands, and shall make any payments either for such purposes, or in any other manner for the protection or preservation of the trust premises (whether said Trustees shall be in possession of the same or not), the amount so paid, together with interest thereon, at the rate of ten (10) per centum per annum, shall be a first charge on the trust premises, and the earnings, income, and proceeds thereof; and in case said Company shall fail, on demand, to repay said Trustees any amount paid by them as aforesaid, with interest at the rate aforesaid, they may enter upon and take possession of said railroads, lands and premises, in the same manner as if said Company had made default in payment of interest on the bonds hereby secured, and retain possession and receive the income, earnings and proceeds thereof, until they shall have recouped themselves the amount so paid with interest as aforesaid.

ARTICLE 17. After any such default, as aforesaid, in payment of interest or sinking fund payments, or any part thereof, and such default shall have continued for one year, and shall not have been waived as hereinafter provided, or in case the principal of any of said bonds shall not be paid on the first day of July, 1921, together with the additional sum hereinbefore specified, it shall be the duty of said Trustees to forthwith proceed to enforce this security, and to sell said railroads,

rolling stock, equipment and appurtenances, and the lands and premises comprised herein, or then subject to the lien of these presents, in one lot or in more than one lot or parcel, and at one time, or at different times, and for cash, or on reasonable credit, payment therefor being secured on the property sold, and otherwise, upon such terms and in such manner as said Trustees may, in their discretion, think best.

ARTICLE 18. Such sale or sales may be made either without suit by said Trustees, or their duly authorized agent, by public auction, at the door of the Court House of Multnomah County, in Oregon, after notice of such sale shall have been published at least once a week for four consecutive weeks in the New York Herald (or in case said paper shall not be then published, then in some other daily paper of general circulation published in New York, and selected by said Trustees); and in case said sale shall be adjourned, the like four weeks' notice shall be given of the adjourned sale; or, at the option of said Trustees such sale may be made judicially by action or suit, brought by said Trustees for the foreclosure of this mortgage or enforcement of the liens hereby created, or administration of the trusts of these presents, as said Trustees may deem most expedient.

ARTICLE 19. The moneys received from the net earnings of said railroads or purchase money on any such sale thereof, as hereinbefore provided, or from lands sold, when in possession of said Trustees, shall be applied in the following order: In the first place, in the

payment of the cost and expenses of the execution of the trusts of these presents, and the management and operation of said railroads, and the protection and preservation of the trust premises, including a reasonable compensation to said Trustees (in addition to the ordinary compensation salary herein provided for), and the fees of counsel and attorneys; and in the next place, in payment of all coupons then overdue (excluding those on bonds belonging to the sinking fund), in the order in which they shall have become due, those of earlier date having priority over those of later date; and lastly, in payment of the principal of any of said bonds then outstanding, together with the same additional sum as would have become payable if they had been drawn for redemption as hereinbefore provided.

ARTICLE 20. On any sale by virtue of these presents, the receipt of the said Trustees shall be a sufficient discharge to any purchaser for all purchase money paid by him, and any conveyance or assignment made by said Trustees shall vest in said purchaser all the title and interest of said Company as fully and effectully as if the Company were party thereto.

ARTICLE 21. The Company hereby covenants and agrees with the said Trustees, on behalf and for the benefit of the holders of the bonds intended to be secured by these presents, that it will from time to time, and at all times hereafter, upon reasonable request made, execute, acknowledge and deliver, all such further acts, deeds, conveyances and assurances in the law for the

better assuring unto the said Trustees and their legal successors from time to time as Trustees of these presents upon the trusts, and for the purposes herein expressed, the said railroads, rolling stock, equipment, lands and premises herein comprised, free from all prior liens and encumbrances, and all other present and future property of said Company of every kind and description as by the said Trustees or their counsel learned in the law shall be reasonably devised, advised or required, and will from time to time, as the said lands granted by the United States are patented to said Company, execute proper deeds of further assurance thereof to said Trustees, so as to fully identify the lands intended to be comprised in or subjected to the lien of these presents.

ARTICLE 22. On payment and cancellation of all of said bonds and the coupons thereto attached, and payment of all expenses incurred by the Trustees in the execution of the trusts of these presents, this indenture shall become void, and all the estate and interest of the Trustees in the premises conveyed hereby, and the lien created thereon by these presents shall absolutely cease and determine.

ARTICLE 23. All rights or powers by these presents given to or covenants, stipulations or agreements made with said Henry Villard, Horace White and Charles Edward Bretherton, shall survive and inure to the benefit of the Trustee or Trustees for the time being of these presents, in the same manner as if said Trustee

or Trustees had been named herein.

ARTICLE 24. In these presents the word "Trustees" shall be held to mean the said Henry Villard, Horace White and Charles Edward Bretherton while continuing to be Trustees hereof, and the Trustees for the time being of these presents, whether all or any be original Trustees or new Trustees.

ARTICLE 25. No Trustee shall be in any manner responsible for any act, default or misconduct of his co-Trustee, nor for that of any agent, bank, banker, broker, or other person employed by him or by his co-Trustee, unless he shall be chargeable with culpable negligence in the selection or in the continuance of their employment, nor otherwise, except for his own willful default, misconduct or gross negligence. But except as herein specially authorized, no Trustee shall have power to delegate his powers or authority to his co-Trustee or co-Trustees, or any other person whatever.

ARTICLE 26. The Trustees may pay such reasonable compensation as they shall deem proper to all agents, land agents, engineers, officers, attorneys and servants whom they may reasonably employ in the management of their trust, and said Trustees shall be paid by said Company, or, in default, out of the trust moneys the sum of fifty cents for each bond certified by them, and one-eighth per cent on all moneys passing through their hands and disbursed by them, for their entire service in the execution of the trusts herein contained until

default, and in addition, in case of default, a further reasonable compensation for such additional services as they may be called upon to render in taking possession of and managing the premises, or selling the same, or bringing suit for the foreclosure of these presents, the enforcement of the liens or trusts hereby created, or the collection of the moneys secured or to be secured by these presents.

ARTICLE 27. In case of the death, resignation or refusal or incapacity to act of any Trustee, the surviving or continuing Trustee or Trustees shall by deed appoint a suitable person as Trustee, in the place or stead of the Trustee so dying, resigning, refusing or becoming incapable; and in case there shall be no surviving or continuing Trustees or Trustee, or such surviving or continuing Trustees or Trustee shall fail for three calendar months after the death, resignation, refusal or incapacity of their or his previous co-Trustee to appoint a new Trustee, then said Company, or the holder of any bond secured by these presents, may apply to any Judge in the Circuit Court of the United States for the District of Oregon, to make such appointment, and any such Judge may appoint a new Trustee by instrument under his hand and seal, without suit or other legal proceedings therefor; but in no case shall a citizen of the State of Oregon be appointed or be capable of acting as a Trustee of these presents. And it is hereby declared to be the duty of said Trustees to bring all actions or suits in any way relating to the trusts of these

presents in the Courts of the United States, whenever such Courts shall have jurisdiction of such action or suit, and not in the Courts of the State.

ARTICLE 28. A majority in amount of the holders of the outstanding bonds, at any time secured by these presents, shall have full power at any time, without suit, and whether there be any vacancy or not, to remove all or any of the then existing Trustees, and to appoint other Trustees or another Trustee in their or his place, and to increase or diminish the number of Trustees, or to appoint a corporation duly authorized to execute trusts in the State of Oregon, as one of the Trustees, or as sole Trustee; and any such act of the majority in amount of the bondholders shall be deemed to be sufficiently made, executed, evidenced and proved by a written instrument or instruments purporting to be signed by the bondholders, and stating the identifying numbers and the amount of the bonds held by each signatary, and the respective signatures to which, and the production to a Notary at the time of signature of the bonds specified, shall be acknowledged before, and certified by, a Notary Public, and his certificate attached, and authenticated by his notarial seal. No proof shall be necessary of the qualifications of any such Notary, so purporting to act in the United States, the British Dominions, Holland, France or the German Empire.

ARTICLE 29. Any appointment of a new Trustee, made by the surviving or continuing Trustees or Trustee, or the majority of the bondholders, or a Judge, as

hereinbefore provided, shall be effectual to vest in the new Trustees or new Trustee all estates, rights, trusts, powers and duties, as fully as if they or he were Trustees or a Trustee party to these presents, without any new deed or conveyance; but, nevertheless, the Company hereby covenants, in any and every such case, to make, upon request of the new Trustees or Trustee, all such deeds, conveyances and assurances as may be appropriated for more fully and certainly vesting in and confirming to such new Trustees or Trustee such estates, rights, powers, trusts and duties, and every resigning Trustee shall, on like request, make and execute such deeds, conveyances and assurances to his successors or successor.

ARTICLE 30. A majority in amount of the holders of the outstanding bonds, at any time secured by these presents, may, by written instrument, to be executed and proved as provided in Article 28, at any time before the actual sale of the premises, waive any default in payment of interest, or of the annual payment to the sinking fund, yet so far only that the principal of the bonds shall cease to be payable forthwith, in case said principal shall have become so payable by reason of such default; but such waiver shall be of no effect unless the Company shall, together with such instrument or instruments of waiver, hand to the Trustees a sum of money sufficient to pay all coupons and sinking fund payments then in arrears, and said Trustees shall then proceed to pay said coupons and redeem the bonds so pro-

vided for as nearly as possible in the manner provided by these presents. And such a majority may, in like manner, at any time, direct and authorize the funding of any coupons secured by these premises, whether overdue or not, into bonds secured by these presents, provided, however, that the aggregate amount of all bonds secured by these presents shall never exceed the rate of Twenty Thousand Dollars for each mile of constructed road, as hereinbefore provided. Any such funding of coupons into bonds shall be binding upon the minority of said bondholders, and shall be carried out by said Trustees, who shall have power to do all things necessary or proper for the purpose.

ARTICLE 31. The Company for itself, its successors and assigns, doth hereby absolutely and irrevocably waive the benefit or advantage of any and all valuation, stay, appraisement or redemption laws, or laws requiring liens or mortgages to be foreclosed by action or suit, and of all other laws now existing, or hereafter passed, which, but for this provision, would prevent the absolute and unconditional sale of the premises hereby conveyed by Court or by a Trustee without suit; and on any such sale said Company for itself, its successors and assigns, covenants to join in and confirm the conveyance to the purchaser.

ARTICLE 32. In case of any sale of said premises, whether by the Trustee or by a Court, any purchaser shall be entitled to deliver, in part payment of the purchase money, any of the outstanding coupons or bonds

secured by these presents; and such coupons or bonds shall be reckoned as equivalent to the sum which would be their portion of the net proceeds of the sale, after the deduction of all expenses, all such bonds being reckoned at 110 per cent of their par value. The payment to be made in cash, to cover such expenses, shall be fixed previously by the Trustees, or the Court, as the case may be, and announced in the advertisement of sale.

ARTICLE 33. The Trustees shall have power to release from the lien of these presents any land, rolling stock or other property, become useless for the purposes of the railroads by alteration of route, changes in machinery or equipment or otherwise; but only on condition that the property so sold be forthwith replaced by other property of equal value, and subjected to the lien of these presents.

ARTICLE 34. On any sale, whether by the Trustees or a Court of the property hereby conveyed, or any part thereof, the Trustees shall have the right to buy in the same, and a majority in amount of the holders of the outstanding bonds shall have the right, by written instrument, evidenced and proved as hereinbefore provided by Article 28, to fix a sum which it shall be the duty of the Trustees to bid for the property to be sold on behalf and for the benefit of such bondholders, but only on condition that due provision is made by such majority to the satisfaction of the Trustees or the Court, as the case may be, for the payment in cash of all expenses incurred in the execution of the trusts of these

presents, and of the proportion of such sum payable to the bondholders not concurring in such request.

ARTICLE 35. On any such purchase the Trustees shall hold the property so purchased upon trust for the equal benefit of the bondholders who had required the Trustees to buy in the property on their behalf, as the absolute property of said bondholders, without any right of redemption or resale, in favor of said Company, or any bondholder.

ARTICLE 36. The Trustees shall deposit all trust funds, which may, from time to time, come to their hands, in their joint names, in the London and San Francisco Bank, Limited, or such other respectable bank or banks, trust company or companies, in London, New York, Frankford, San Francisco or Portland, as they may from time to time agree upon, and may from time to time invest the same, until required, in the purchase of United States stocks or bonds, at their market value, or in bonds secured by these presents, at any price not exceeding the par value thereof, or on loans secured on such stocks or bonds.

ARTICLE 37. The six thousand bonds intended to be now issued and secured by these presents, and all other bonds which may at any time hereafter be created and intended to be secured by these presents, shall, after the execution thereof by the Company, be delivered to said Trustees, to be certified by them as herein provided, and shall not be delivered back when certified to said Company, but shall be retained and held by said Trustees,

who shall only deliver them to the Company, or to the purchasers of such bonds, upon the payment to said Trustees of the price thereof.

ARTICLE 38. The bonds to be issued on the security of these presents (except the first issue of 6,000 bonds) shall only be sold or disposed of upon terms and at a price approved of by said Trustees.

ARTICLE 39. The proceeds of all bonds sold or disposed of shall be applied by said Trustees first in paying off and discharging the said prior lien of Two Millions of Dollars hereinbefore referred to, and the residue shall be held by them as a construction fund, and shall be exclusively disbursed for the completion of the railroads of the said Company, first to California, in accordance with said Act of Congress of July 25, 1866, or with any amendments thereof which may be hereafter made by Congress and accepted by said Company, and when the railroad to California is completed so that cars can run through from Portland to San Francisco then to Astoria and Junction, in accordance with said Act of Congress of May 4th, 1870.

ARTICLE 40. For the purpose of securing the due application of the proceeds of bonds to the construction of said railroads as aforesaid, the Trustees shall disburse such proceeds only under the advice and upon the certificate of a competent engineer, from time to time agreed upon and nominated in writing by them for the purpose; and all purchases of rails, rolling stock, ties

or other material shall be made on account of said construction fund, and in the name of said Trustees, so that such material shall upon the purchase thereof become and continue subject to the lien of these presents.

ARTICLE 41. The payment of coupons upon bonds now or hereafter to be issued on the security of these presents not exceeding four coupons upon any one bond after its issue shall be considered as part of the expense of, and chargeable to, the construction of the railroad to California until through connection is made with the system of the California railroads so that cars can run between Portland and San Francisco, and of the railroad to Astoria until the railroad is opened from Portland to tide water at Astoria; and the construction of a railroad bridge across the Willamette at Portland, so as to connect the railroads of said Company on each side of that river, and any necessary or proper increases of depot and dock accommodation in or near Portland, shall be considered part of the expenses of the railroad to California.

ARTICLE 42. At any time after, but not before the first day of January, 1883, whenever said Company shall have constructed any additional railroad beyond the 306½ miles hereinbefore described, said Company may prepare and execute such a number of additional bonds to be secured by these presents as shall not exceed in the whole, including the bonds for Six Millions of Dollars to be now issued, the rate of $20,000 for each mile of constructed road, and shall deliver said bonds

to such Trustees, who shall cause the constructed road to be carefully examined and measured by their supervising engineer, and if they shall receive from such engineer a certificate that the additional road is duly constructed and completed to the length of miles claimed, with all proper depots and equipment in proportion to the rest of the constructed road, they shall certify said bonds, and hold the same as hereinbefore provided until sold by said Company and then deliver the same to the purchasers thereof, upon receipt of the purchase money, provided, however, that said Trustees shall not be required to examine and certify bonds for less than ten miles of railroad at one time.

ARTICLE 43. All bonds to be hereafter issued as aforesaid shall be in the same form and payable in the same manner as the bonds now to be issued, except that they shall bear the date when actually certified by said Trustees, and shall have all coupons of earlier date cut off, so as to bear interest only from the date when certified, and shall all be consecutively numbered from 6,001 onwards; and all such bonds when certified by said Trustees shall be in all respects equally secured by these presents, with the 6,000 bonds to be now issued.

ARTICLE 44. And whereas, by reason of distance, lapse of time, or other accident, the dates of the actual execution of this indenture of mortgage and trust by the various parties thereto may be previous or subsequent to the date of which it bears date, now it is hereby expressly agreed and declared that this indenture of mort-

gage and trust shall be dated the first day of June, 1881, and shall be valid and effectual as if executed on the day of the date thereof, and that this indenture of mortgage and trust is the indenture of mortgage referred to in the bonds hereinbefore mentioned, the form whereof is hereinbefore set forth, and is made and executed by and between the parties hereto as and for the indenture of mortgage and trust securing and intended to secure said bonds as in said bonds is mentioned and recited.

In Witness Whereof, The Oregon and California Railroad Company, pursuant to a resolution of its Board of Directors authorizing the same, has caused these presents and nineteen duplicates thereof to be sealed with its corporate seal, signed by its President, and attested by its Assistant Secretary; and the said Trustees respectively have hereunto and unto the said nineteen duplicates thereof set their hands and seals the day and year above written.

OREGON & CALIFORNIA RAILROAD COMPANY,

By (Signed) H. Villard, President.

Attest: (Signed) H. H. Tyndale, Assistant Secretary.

(Corporate Seal.)

(Signed) H. VILLARD,
(Signed) HORACE WHITE,
(Signed) C. E. BRETHERTON,
Trustees.

Signed, sealed and delivered in presence of
(Signed) Geo. A. Saxer,
(Signed) C. A. Spofford,
20 Nassau St., New York.

Exhibit J

Schedule of all sales of said granted lands, including conveyances and pending contracts, separately stated as to each of said land grants.

The general source from which the information contained in the following schedule has been obtained is as follows: As to conveyances executed prior to June 11, A. D. 1879, the records in the office of the Recorder or Clerk (as the case may be) of each of the counties in which any of said granted lands were or are situated; as to conveyances executed on and after said June 11, A. D., 1879, the records of the minutes of the proceedings of the Board of Directors of the Oregon and California Railroad Company, which purport to contain descriptive lists of all conveyances executed on and after said date; as to pending contracts, the annual returns of the Oregon and California Railroad Company to the Assessors of the several counties in which any of said granted lands were or are situated, which returns purport to contain all of said pending contracts.

In the following schedule sales (whether conveyances or pending contracts) are classified according to the quantity of land sold, and the purchase price per acre. For the purpose of compactness, each class is designated by a capital letter, to-wit:

"A." Designating sales each in a quantity not exceeding one quarter section and for a price not exceeding $2.50 per acre;

"B." Designating sales each in a quantity not exceeding one quarter section, but for a price exceeding $2.50 per acre;

"C." Designating sales each in a quantity exceeding one quarter section but not exceeding 640 acres;

"D." Designating sales each in a quantity exceeding 640 acres but not exceeding 2,000 acres;

"E." Designating sales each in a quantity exceeding 2,000 acres.

East Side Grant, Act approved July 25, A. D. 1866, as amended.

CONVEYANCES.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
1872	"A"	12	783.06	$1,674.28
	"B"	21	635.38	2,364.45
1874	"A"	21	798.81	1,874.11
	"B"	11	250.30	1,057.81
	"D"	4	3,689.21	15,430.53
1875	"A"	8	494.72	682.25
	"B"	6	240.57	1,037.75
	"C"	3	602.31	878.00
1876	"A"	22	1,438.87	2,789.61
	"B"	16	746.47	2,753.07
1878	"A"	33	2,153.44	4,174.83
	"B"	33	1,953.00	6,855.92
	"C"	4	973.44	1,851.12

CONVEYANCES—Continued.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
1879	"A"	50	3,263.45	6,437.99
	"B"	21	811.88	3,458.61
	"C"	2	820.37	1,109.36
1880	"A"	34	2,037.85	4,028.72
	"B"	15	467.50	1,744.62
	"C"	5	2,150.09	3,425.04
	"D"	1	720.91	1,360.46
1881	"A"	25	1,455.52	3,001.10
	"B"	11	626.85	2,011.69
	"C"	1	188.54	212.12
1885	"A"	310	20,736.21	42,009.78
	"B"	110	6,160.80	21,618.77
	"C"	28	7,281.19	14,008.66
	"D"	2	2,502.80	6,456.89
1886	"A"	83	6,173.15	12,703.73
	"B"	33	1,765.09	6,231.54
	"C"	9	2,404.31	5,678.87
1887	"A"	98	6,890.28	15,025.62
	"B"	37	2,296.88	7,486.11
	"C"	6	1,400.71	3,252.60
1889	"A"	3	56.93	135.30
	"B"	31	1,607.26	5,973.83
1891	"A"	371	25,539.97	55,529.59
	"B"	171	10,099.84	35,124.58
	"C"	19	5,681.27	10,626.40
1892	"A"	84	5,556.86	12,004.23

CONVEYANCES—Continued.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
	"B"	159	8,722.32	35,841.55
	"C"	5	976.68	3,480.07
1893	"A"	73	5,088.27	11,704.45
	"B"	61	3,598.28	12,799.76
	"C"	10	3,265.94	6,985.63
	"D"	3	3,008.99	7,487.33
	"E"	1	2,284.70	4,579.40
1894	"A"	49	3,490.09	8,122.56
	"B"	51	3,149.16	10,690.87
	"C"	6	1,781.44	5,397.19
1895	"A"	57	3,918.32	9,352.26
	"B"	40	2,470.74	8,698.07
	"C"	1	240.00	1,020.00
1896	"A"	22	1,202.81	2,871.28
	"B"	34	1,740.22	7,467.16
	"C"	2	411.63	1,024.70
1897	"A"	40	2,031.31	5,041.44
	"B"	70	3,677.77	13,960.75
	"C"	6	1,857.84	8,125.68
	"D"	1	840.00	6,300.00
1898	"A"	31	1,753.48	4,311.64
	"B"	74	4,259.60	17,060.99
	"C"	4	1,721.58	9,501.00
	"D"	2	1,840.00	10,440.00
1899	"A"	73	3,537.24	8,698.19
	"B"	104	5,234.43	21,808.92

CONVEYANCES—Continued.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
	"C"	10	3,700.75	14,384.17
	"D"	3	3,050.84	15,974.26
	"E"	9	51,392.77	218,989.27
1900	"A"	76	4,569.93	11,258.93
	"B"	156	9,161.68	40,647.80
	"C"	17	5,832.12	24,234.17
	"D"	3	3,603.31	14,594.58
	"E"	2	18,429.46	103,904.43
1901	"A"	69	3,748.17	9,263.91
	"B"	134	7,511.64	32,724.59
	"C"	12	5,061.09	20,752.48
	"D"	4	3,197.45	16,577.89
	"E"	2	17,059.75	122,930.27
1902	"A"	39	2,282.92	5,679.58
	"B"	153	8,284.21	37,291.58
	"C"	14	5,231.20	23,176.11
	"D"	2	1,852.96	13,057.07
	"E"	2	7,495.97	85,580.00
1903	"A"	58	3,888.94	9,260.00
	"B"	134	7,849.19	35,188.65
	"C"	14	5,012.85	19,485.92
	"D"	3	2,664.65	13,078.77
	"E"	2	5,382.41	32,197.05
1904	"A"	25	1,682.05	4,005.81
	"B"	120	6,917.98	32,684.09
	"C"	11	3,525.46	12,873.05

CONVEYANCES—Continued.

Year.	Character of Conveyances	Total Conveyances	Total Acres	Total Purchase Price
	"D"	3	4,338.99	13,806.96
	"E"	2	13,896.81	106,847.00
1905	"A"	29	2,181.84	5,454.61
	"B"	81	4,781.32	18,948.60
	"C"	12	4,694.89	22,217.38
	"D"	5	6,380.90	23,677.64
	"E"	2	43,718.69	288,964.95
1906	"A"	7	444.23	1,110.57
	"B"	29	1,454.93	5,490.10
	"C"	1	200.00	500.00
	"D"	4	5,306.11	81,184.43
	"E"	3	22,707.20	138,952.67
1907	"A"	37	2,711.61	6,778.62
	"B"	109	6,573.04	28,450.70
	"C"	14	4,194.28	18,858.52
	"D"	5	7,168.27	91,047.10
	"E"	5	51,717.04	504,426.48
1908	"A"	13	819.81	2,049.52
	"B"	43	2,367.91	9,407.25
	"C"	7	2,191.78	7,916.07
	"D"	6	4,945.54	27,731.61
	"E"	3	26,552.58	201,671.45

RECAPITULATION—CONVEYANCES—EAST SIDE GRANT.

Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
"A"	1852	120,730.14	$267,084.51
"B"	2068	115,416.24	466,875.18
"C"	223	71,401.76	240,374.31
"D"	51	55,105.93	358,155.52
"E"	33	260,587.38	1,808,992.97
Total,	4227	623,241.45	$3,141,432.49

East Side Grant—Act approved July 25, A. D. 1866, as amended.

PENDING CONTRACTS.

So far as your Orator is advised, all pending contracts are for prices exceeding $2.50 per acre; therefore contracts for not exceeding one quarter section of land are classified as "B." The exact purchase price as to pending contracts is unknown but is computed at $10.00 per acre.

Character of Contracts.	Total Contracts.	Total Acres.	Total Purchase Price
"B"	738	42,294.41	$422,944.10
"C"	40	14,412.01	144,120.10
"D"	5	5,260.36	52,603.60
"E"	5	63,408.10	634,081.00
Total,	788	125,374.88	1,253,748.80

TOTAL SALES EAST SIDE GRANT.

Including both Conveyances and Pending Contracts.

5015	748,616.33	$4,395,181.29

West Side Grant—Act approved May 4, A. D. 1870.

CONVEYANCES.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
1885	"A"	26	1,653.50	$3,834.64
	"B"	9	222.86	839.30
	"C"	2	680.00	1,260.00
1886	"A"	8	502.74	1,115.28
	"B"	1	26.80	80.40
	"C"	1	360.00	900.00
1887	"A"	11	924.60	1,971.50
	"B"	3	160.00	600.00
1891	"A"	49	3,498.40	7,914.49
	"B"	21	1,285.74	4,625.08
	"C"	4	1,374.67	4,106.91
1892	"A"	6	368.11	920.28
	"B"	5	324.68	1,813.94
	"C"	1	320.00	960.00
1893	"A"	1	80.00	200.00
	"B"	3	280.00	1,000.00
	"C"	2	760.00	3,040.00
1894	"A"	1	40.00	100.00
	"B"	9	640.00	2,860.00
1895	"A"	2	238.83	555.00
	"B"	9	600.00	2,560.00
1896	"A"	1	42.06	105.15
	"B"	3	280.00	1,760.00
1897	"B"	7	320.00	1,760.00
1898	"B"	16	977.93	5,860.36

CONVEYANCES—Continued.

Year.	Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
1899	"B"	9	537.85	2,896.00
	"C"	1	320.00	1,280.00
1900	"A"	2	80.00	200.00
	"B"	3	120.00	780.00
	"C"	1	320.00	960.00
1901	"A"	1	80.00	190.00
	"B"	2	160.00	760.00
	"C"	1	423.61	1,059.00
	"E"	1	2,431.55	19,452.40
1902	"B"	6	400.86	2,333.10
1903	"B"	2	80.00	360.00
1904	"B"	2	50.00	280.00
	"C"	1	321.99	804.97
1905	"B"	6	230.00	1,452.50
1906	"B"	1	40.00	220.00
1907	"B"	5	340.00	1,720.00
	"C"	1	240.00	960.00
1908	"A"	1	160.00	400.00
	"B"	1	20.00	400.00
	"C"	1	260.63	500.00

RECAPITULATION—CONVEYANCES—WEST SIDE GRANT.

Character of Conveyances.	Total Conveyances.	Total Acres.	Total Purchase Price
"A"	109	7,668.24	$17,506.34
"B"	123	7,096.72	34,960.68
"C"	16	5,380.90	15,830.88
"E"	1	2,431.55	19,452.40
Total	249	22,577.41	$87,750.30

West Side Grant, Act Approved May 4, 1870.

PENDING CONTRACTS.

So far as your Orator is advised, all pending contracts are for prices exceeding $2.50 per acre; therefore contracts for not exceeding one-quarter section of land are classified as "B." The exact purchase price as to pending contracts is unknown but is computed at $10.00 per acre.

Character of Contracts.	Total Contracts.	Total Acres.	Total Purchase Price
"B"	40	2,521.77	$25,217.70
"C"	1	240.00	2,400.00
"E"	1	45,972.43	459,724.30
Total	42	48,734.20	$487,342.00

TOTAL SALES WEST SIDE GRANT.

Including both Conveyances and Pending Contracts.

	291	71,311.61	$575,092.30

RECAPITULATION—TOTAL SALES—BOTH GRANTS.

The following statement covers both grants, and includes all sales,—both conveyances and pending contracts. The entire time during which sales have been made is divided into two periods, viz: 1872 to 1897 inclusive, and 1898 to 1908 inclusive. Pending contracts are included in the latter period. The exact purchase price as to pending contracts is unknown, but is computed at $10.00 per acre.

RECAPITULATION.

Years.	Total Sales	Total Acres	Total Purchase Price
Sales in Quantities not Exceeding 160 *Acres.*			
1872-1897	2501	155,618.55	$ 420,950.10
1898-1908	2429	140,108.97	813,588.41
	4930	295,727.52	$1,234,538.51
Sales in Quantities Exceeding 160 *Acres, But not Exceeding* 640 *Acres.*			
1872-1897	117	33,530.43	$ 77,292.35
1898-1908	163	57,904.24	325,432.94
	280	91,434.67	$402,725.29
Sales in Quantities Exceeding 640 *Acres But Not Exceeding* 2,000 *Acres.*			
1872-1897	11	10,756.91	36,985.21
1898-1908	45	45,609.38	373,773.91
	56	60,366.29	410,759.12
Sales in Quantities Exceeding 2,000 *Acres.*			
1872-1897	1	2,284.70	4,579.40
1898-1908	39	370,164.76	2,917,671.27
	40	372,399.46	2,922,250.67
Total Sales in Quantities Exceeding 160 *Acres.*			
1872-1897	129	46,522.94	118,856.96
1898-1908	247	477,678.38	3,616,878.12
	376	524,200.42	3,735,735.08

RECAPITULATION—Continued.

	Total Sales	Total Acres	Total Purchase Price
	Total Sales.		
In quantities not exceeding 160 acres	4930	295,727.52	1,234,538.51
In quantities exceeding 160 acres	376	524,200.42	3,735,735.08
Total,	5306	819,927.94	4,970,273.59

Exhibit K

Schedule of patented lands now remaining unsold, described by governmental subdivisions, tabulated by Counties, and separately stated as to each of said land grants.

Governmental subdivisions of sections are designated by the abbreviations "N," "S," "E," "W," "NE," "NW," "SE" and "SW," meaning, respectively, north, south, east, west, northeast, northwest, southeast and southwest.

EAST SIDE GRANT.

Act of July 25, A. D. 1866, as amended.

All of the lands of said East Side Grant are situated in the State of Oregon; the respective counties are indicated in the schedule.

The Counties are arranged in the order in which they occur in the grant from West to East, commencing at the North. Thus arranged, they appear in the following order. For convenience, the total number of acres in each County is here stated:

COUNTY.	ACRES.
Washington	2,452.18
Multnomah	8,120.00
Yamhill	27,120.20
Clackamas	89,162.07
Polk	37,017.79
Marion	30,256.00
Lincoln	15,906.00

EAST SIDE GRANT—Continued.

COUNTY	ACRES
Benton	53,626.99
Linn	61,966.23
Lane	299,606.00
Douglas	616,843.14
Coos	106,563.36
Curry	7,844.64
Josephine	167,480.98
Jackson	441,791.15
Klamath	43,015.00
Total East Side Grant	2,008,771.73

WASHINGTON COUNTY.

South of Base Line and West of Willamette Meridian.

Township 1, *Range* 1.

	Section	Acres
W ½ of SE ¼ of SW ¼,	19	20.00
Township 3, *Range* 1.		
NE ¼ of NW ¼,	3	41.00
Township 1, *Range* 2.		
Lot 1,	31	20.00
Township 2, *Range* 2.		
SW ¼ of SW ¼,	17	40.00
Township 1, *Range* 3.		
Lot 1,	7	.18
SW ¼ of SW ¼,	21	40.00
Lot 1,	25	11.00
Township 2, *Range* 3.		
S ½ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	11	280.00
NW ¼ of SW ¼; E ½ of SW ¼; SW ¼ of SE ¼,	13	160.00
Township 1, *Range* 4.		
NW ¼ of NE ¼; NW ¼; SE ¼,	15	360.00
Township 1, *Range* 5.		
NE ¼ of NE ¼; E ½ of SE ¼,	1	120.00
NE ¼; N ½ of SE ¼; SW ¼ of SE ¼,	3	280.00
SW ¼ of SW ¼; SE ¼ of NW ¼,	11	80.00
E ½ of NE ¼; SE ¼,	15	240.00
All,	33	640.00
NW ¼ of SE ¼; S ½ of SE ¼,	35	120.00
Total Washington County,		2,452.18

MULTNOMAH COUNTY.

South of Base Line and East of Willamette Meridian.
Township 1, *Range* 4.

	Section	Acres
SE ¼ of SW ¼; N ½ of SW ¼,	11	120.00
SW ¼ of NE ¼,	13	40.00
W ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of NW ¼,	15	160.00
S ½ of NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	23	320.00

Township 1, *Range* 5.

All,	1	646.00
All,	3	623.00
SE ¼ of NW ¼; NW ¼ of SW ¼; SE ¼ of SE ¼,	5	120.00
S ½ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	7	317.00
NE ¼ of NE ¼; S ½ of N ½; NW ¼ of NW ¼; S ½,	9	560.00
All,	11	640.00
All,	13	640.00
N ½; N ½ of SE ¼,	15	400.00
N ½ of NE ¼; SW ¼ of NE ¼,	17	120.00
S ½,	21	320.00
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼; N ½ of SW ¼; NW ¼ of SE ¼,	23	400.00

MULTNOMAH COUNTY—Continued.

Township 1, *Range* 6.

	Section	Acres
NW ¼,	3	118.00
All,	5	664.00
All,	7	682.00
All,	9	640.00
All,	17	640.00
Total, Multnomah County,		8,120.00

YAMHILL COUNTY.

South of Base Line and West of Willamette Meridian.

Township 3, *Range* 2.

	Section	Acres
Lot 1,	19	.50

Township 2, *Range* 3.

NE ¼ of NW ¼; SE ¼ of NE ¼,	23	80.00

Township 5, *Range* 3.

Lots 10, 11, 12,	3	74.64
Lot 1,	9	3.90
Lot 1,	11	15.06
Lot 4,	13	15.82
Lot 6,	21	.97
NE ¼ of SE ¼,	23	40.00
Lots 7, 8,	25	72.70

Township 2, *Range* 4.

Lot 1,	31	1.30

Township 3, *Range* 4.

Lot 1,	9	1.48
Lot 4,	33	.11

Township 4, *Range* 4.

Lot 1,	13	2.94

Township 5, *Range* 4.

Lot 2,	9	.31
Lot 1,	27	13.00
Lot 1,	35	25.44

YAMHILL COUNTY—Continued.

Township 2, Range 5.

	Section	Acres
SW ¼ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	1	160.00
N ½ of NE ¼; NE ¼ of NW ¼; SW ¼ of NW ¼; SW ¼; S ½ of SE ¼,	3	400.70
SE ¼ of NE ¼; S ½,	5	360.00
All,	7	645.60
NE ¼ of NE ¼; W ½ of E½; W ½; SE ¼ of SE ¼,	9	560.00
All,	17	640.00
W ½ of NE ¼; NE ¼ of NW ¼; SW ¼ of NW ¼; W ½ of SW ¼; NE ¼ of SE ¼,	19	283.60
NW ¼ of NE ¼; N ½ of NW ¼; NW ¼ of SW ¼; NW ¼ of SE ¼,	21	200.00
Lot 2; N ½ of N ½ of SW ¼,	27	57.05
NE ¼ of NE ¼,	29	40.00
SE ¼ of NW ¼; S ½,	31	363.97

Township 3, Range 5.

S ½ of SW ¼,	5	80.00
NE ¼ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; NW ¼ of SW ¼; W ½ of SE ¼,	7	284.20
S ½ of N ½; S ½,	19	488.10
Lots 1, 2,	23	41.20
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; E ½ of SW ¼; SW ¼ of SW ¼; SE ¼,	29	560.00

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YAMHILL COUNTY—Continued.

Township 3, *Range* 5.

	Section	Acres
SW ¼; W ½ of SE ¼,	31	248.21
W ½ of NE ¼; E ½ of NW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	33	280.00
E ½ of NE ¼,	35	80.00

Township 4, *Range* 5.

N ½,	7	324.51
NW ¼; N ½ of SW ¼; NW ¼ of SE ¼,	19	285.70
Lot 4; SW ¼ of NW ¼,	21	79.06
S ½ of S ½ of SE ¼ of SE ¼,	31	10.40

Township 5, *Range* 5.

Lot 7 (or NW ¼ of NW ¼),	5	30.05
Lot 8,	15	12.00
Lot 8,	25	.10
Lots 1, 5, 6,	31	15.91
Lot 1,	35	8.00

Township 2, *Range* 6.

N ½; N ½ of S ½,	13	480.00
W ½ of NW ¼,	25	80.00
SW ¼; S ½ of SE ¼,	27	240.00
S ½; E ½ of NE ¼,	33	421.36
All,	35	640.00

Township 3, *Range* 6.

All,	1	641.84
N ½ of NW ¼; SW ¼ of NW ¼; SW ¼ of SW ¼; SE ¼ of SE ¼,	3	202.11
S ½,	5	320.00
W ½ of NW ¼; N ½ of SW ¼; S ½ of SE ¼,	9	240.00

YAMHILL COUNTY—Continued.

Township 3, Range 6—Continued.

	Section	Acres
N ½ of NE ¼; SW ¼ of NE ¼; NE ¼ of NW ¼; W ½ of NW ¼; SE ¼ of SW ¼; SE ¼,	11	440.00
All,	13	640.00
NW ¼ of NE ¼; NW ¼ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼; SE ¼,	15	360.00
All,	17	640.00
W ½ of E ½; W ½,	21	480.00
E ½; E ½ of NW ¼; SE ¼ of SW ¼,	23	440.00
All,	25	640.00
All,	27	640.00
All,	33	640.00
All,	35	640.00

Township 4, Range 6.

NE ¼; N½ of SE ¼,	1	239.85
N ½; N ½ of SW ¼; SE ¼,	3	560.62
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; S ½,	5	605.47
All,	9	640.00
N ½ of NE ¼,	11	80.00
E ½ of NE ¼,	13	80.00
All,	17	640.00
All,	19	662.96
All,	21	640.00
NE ¼ of NE ¼; S ½ of NE ¼; SE ¼ of SW ¼,	23	160.00
N ½; W ½ of SW ¼; N ½ of SE ¼,	29	480.00
E ½ of NE ¼; S W ¼of NE ¼; W ½ of		

YAMHILL COUNTY—Continued.

Township 4, Range 6—Continued.

	Section	Acres
NW ¼; SE ¼ of NW ¼; N ½ of S ½,	31	415.78
NW ¼ of NE ¼; NW ¼; N ½ of SW ¼,	33	280.00
Lots 1, 2,	35	4.00

Township 5, Range 6.

E ½ of NW ¼,	3	78.23

Township 4, Range 7.

SE ¼ of NE ¼; W ½ of NW ¼; S ½,	21	440.00
All,	23	640.00
NE ¼; E ½ of NW ¼; S ½,	25	560.00
All,	27	640.00
E ½; N ½ of NW ¼; S ½ of SW ¼,	29	480.00
E ½,	31	320.00
S ½ of NE ¼; N ½ of NW ¼; S ½ of SW ¼; SE ¼,	33	400.00
W ½ of E ½; NW ¼; N ½ of SW ¼,	35	400.00

Township 5, Range 7.

E ½ of NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SE ¼,	3	243.40
N ½ of NW ¼; SE ¼,	9	240.00
SW ¼; SW ¼ of SE ¼,	11	200.00
N ½; N ½ of SE ¼; SW ¼; SW ¼ of SE ¼,	15	600.00
SW ¼; N ½ of SE ¼,	21	240.00
NE ¼ of NE ¼; S ½ of NW ¼; Lot 1,	27	121.20
SW ¼,	33	160.00

Township 6, Range 7.

NW ¼,	3	156.85
Total, Yamhill County,		27,120.20

CLACKAMAS COUNTY.

South of Base Line and East of Willamette Meridian.

Township 3, *Range* 1.

	Section	Acres
Lot 1,	19	2.23
Township 4, *Range* 1.		
Lot 1,	21	.49
Township 6, *Range* 1.		
NE ¼ of NW ¼; S ½ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼,	13	240.00
Township 1, *Range* 2.		
Lot 4,	35	2.80
Township 3, *Range* 2.		
Lots 1, 2,	3	14.55
Lot 1,	7	.87
SE ¼ of SE ¼,	11	40.00
Township 4, *Range* 2.		
SE ¼ of NW ¼; E ½ of SW ¼,	3	120.00
NW ¼ of SW ¼,	5	40.00
SE ¼ of NE ¼; E ½ of SW ¼; NE ¼ of SE ¼,	11	160.00
NW ¼ of SE ¼,	13	40.00
SW ¼ of NE ¼; N ½ of SE ¼; SE ¼ of SE ¼,	15	160.00
NE ¼ of NW ¼,	21	40.00
SW ¼ of NW ¼,	23	40.00
Lots 1, 2,	33	1.80
Township 5, *Range* 2.		
Lots 1, 2,	3	42.66
Lot 2,	5	4.47

CLACKAMAS COUNTY—Continued.

Township 5, Range 2—Continued.

	Section	Acres
S ½ of NE ¼; Lot 2,	13	125.55
E ½ of NE ¼; NE ¼ of SE ¼; Lot 2,	25	147.50
S ½ of NE ¼; E ½ of W ½; SE ¼,	35	400.00

Township 6, Range 2.

NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; SE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	1	440.20
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; E ½ of SW ¼; SE ¼,	5	552.55
N ½; SW ¼ of SW ¼; W ½ of SE ¼; SE ¼ of SE ¼,	7	475.99
SW ¼ of NE ¼; NW ¼; NW ¼ of SE ¼,	9	240.00
SW ¼ of NE ¼,	11	40.00
E ½ of NE ¼; SW ¼ of NW ¼; SW ¼; W ½ of SE ¼,	13	360.00
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼,	15	280.00
NW ¼ of NE ¼; N ½ of NW ¼,	17	120.00
NW ¼ of NE ¼; E ½ of NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; NW ¼ of SE ¼; SE ¼ of SE ¼,	19	315.36
W ½ of NW ¼,	21	80.00
S ½ of NW ¼,	23	80.00
W ½; NW ¼ of SE ¼; S ½ of SE ¼,	25	440.00
SW ¼ of NE ¼; NE ¼ of NW ¼; S ½ of NW ¼,	27	160.00

CLACKAMAS COUNTY—Continued.

Township 6, *Range* 2—*Continued.*

	Section	Acres
NE ¼; N ½ of NW ¼; SE ¼ of N W¼; N ½ of SE ¼; SE ¼ of SE ¼,	29	400.00
N ½; SE ¼,	33	480.00
N ½; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	35	600.00

Township 7, *Range* 2.

All,	1	640.00
E ½; E ½ of W ½; NW ¼ of NW ¼,	3	516.88
NE ¼; NE ¼ of SE ¼,	5	198.65
SE ¼ of NE ¼; E ½ of SE ¼,	9	120.00
N ½; SW ¼; E ½ of SE ¼,	11	560.00
All,	13	640.00
E ½; E ½ of W ½; NW ¼ of NW ¼,	15	520.00
All,	23	640.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	25	600.00

Township 1, *Range* 3.

NE ¼ of NE ¼,	29	40.00

Township 2, *Range* 3.

Lot 5,	21	.55
Lots 5, 6, 8,	23	11.25

Township 3, *Range* 3.

Lots 3, 11,	1	45.19
SW ¼ of NE ¼; NW ¼ of SW ¼; Lot 2,	7	99.51
Lot 5,	13	36.34
Lots 1, 2, 3, 6, 7, 8,	15	75.27

CLACKAMAS COUNTY—Continued.

Township 3, Range 3—Continued.

	Section	Acr
NW ¼ of NE ¼; NE ¼ of NW ¼,	19	80.
Lots 3, 4, 5, 6, 7, 8,	25	71.
SE ¼ of NE ¼; SW ¼ of SE ¼; Lots 1, 2, 3,	27	101.
Lot 4; SE ¼ of SW ¼; W ½ of SE ¼,	29	146.
NW ¼,	33	160.
N ½,	35	320.

Township 4, Range 3.

S ½ of NE ¼; NW ¼; N ½ of SW ¼; Lots 1, 2; SE ¼,	1	525.
SW ¼ of SE ¼,	3	40.
E ½ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼,	5	200.
SW ¼ of NE ¼,	9	40.
NE ¼ of NW ¼; S ½ of NW ¼; SW ¼,	13	280.
SW ¼ of SW ¼,	19	47.
E ½ of NE ¼; SW ¼ of NW ¼; N ½ of SW ¼,	21	200.
NW ¼ of NW ¼; S ½ of NW ¼; SW ¼,	23	280.
NW ¼ of NE ¼; S ½ of NE ¼; S ½ of NW ¼,	25	200.
N ½ of NE ¼; SW ¼ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; NW ¼ of SE ¼,	27	320.
NE ¼ of NE ¼; S ½ of NE ¼,	29	120.
S ½ of NE ¼; SE ¼,	31	240.
N ½ of NE ¼; NW ¼ of SW ¼,	33	120.

CLACKAMAS COUNTY—Continued.

Township 5, Range 3.

	Section	Acres
S ½ of NE ¼; E ½ of SE ¼,	1	160.00
SW ¼ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼,	5	160.00
NE ¼ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; Lot 3; N ½ of SE ¼; SE ¼ of SE ¼,	7	290.02
E ½; SE ¼ of NW ¼; E ½ of SW ¼,	11	440.00
N ½; N W¼ of SW ¼; S ½ of SW ¼; SE ¼,	13	600.00
N ½ of NW ¼,	17	80.00
NE ¼; E ½ of NW ¼,	21	240.00
N ½; E ½ of SW ¼; SE ¼,	23	560.00

Township 6, Range 3.

S ½ of NW ¼; N ½ of SW ¼,	17	160.00

Township 7, Range 3.

N ½; SW ¼; N ½ of SE ¼,	1	559.12
All,	3	637.28
All,	5	638.00
SW ¼ of NE ¼; W ½; NW ¼ of SE ¼; S ½ of SE ¼,	7	455.60
All,	9	640.00
N ½; SW ¼; NW ¼ of SE ¼,	11	520.00
All,	13	640.00
NE ¼; S ½ of SW ¼; S W¼ of SE ¼,	15	280.00
N ½ of NE ¼; SW ¼ of NW ¼; SW ¼; S ½ of SE ¼,	17	360.00

CLACKAMAS COUNTY—Continued.

Township 7, Range 3—Continued.

	Section	Acres
All,	19	612.40
All,	21	640.00
All,	23	640.00
All,	25	640.00
N ½,	27	320.00

Township 1, Range 4.

NW ¼ of NE ¼; S ½ of NE ¼; NE ¼ of NW ¼,	25	160.00

Township 2, Range 4.

W ½ of NE ¼; NE ¼ of NW ¼; E ½ of SW ¼,	1	198.49
Lot 4,	19	18.67
S ½ of NE ¼; S ½ of S ½,	25	240.00
SW ¼ of NW ¼,	29	40.00
N ½ of NE ¼; W ½; NW ¼ of SE ¼; S ½ of SE ¼,	35	520.00

Township 3, Range 4.

S ½ of S ½,	1	160.00
E ½; E ½ of W ½; NW ¼ of NW ¼; SW ¼ of SW ¼,	11	560.00
N ½ of N ½; SE ¼ of NE ¼; SE ¼ of NW ¼,	13	240.00
SE ¼,	25	160.00
SE ¼ of SE ¼,	29	40.00
Lot 5; NW ¼ of NW ¼,	31	57.66
Lot 1,	33	16.00

CLACKAMAS COUNTY—Continued.

Township 4, Range 4.

	Section	Acres
NW ¼ of SW ¼; S ½ of SW ¼,	1	120.00
Lot 1; NW ¼ of NE ¼; E ½ of NW ¼,	7	145.50
Lots 7, 8, 10, 11,	9	60.11
SW ¼ of NE ¼,	11	40.00
E ½,	13	320.00
S ½ of NE ¼; Lot 4; SE ¼ of SW ¼, except two acres in SW corner,	15	153.42
Lots 1, 4, 5, 7, 8; SW ¼ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; S ½ of SE ¼,	17	364.16
SW ¼; SW ¼ of SE ¼,	21	200.00
NW ¼ of NE ¼; E ½ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	23	240.00
All,	25	640.00
All,	27	640.00
NE ¼ of NW ¼; NE ¼ of SW ¼; NE ¼ of SE ¼; SW ¼ of SE ¼,	29	160.00
NE ¼ of NE ¼; NE ¼ of NW ¼; S ½ of SW ¼; E ½ of SE ¼,	31	241.88
All,	33	640.00
W ½,	35	320.00

Township 5, Range 4.

All,	1	626.12
All,	3	561.91
All,	5	634.88
All,	7	648.38

CLACKAMAS COUNTY—Continued.

Township 5, Range 4—Continued.

	Section	Ac
All,	9	640.
All,	11	640.
All,	13	640.
N ½; SW ¼; N ½ of SE ¼,	15	520.
All,	17	629.
All,	19	577.
N ½,	21	320.
All,	23	640.
All,	25	640.

Township 6, Range 4.

All,	1	750.
All,	3	751.
All,	9	640.
All,	11	640.
S ½,	33	320.

Township 7, Range 4.

N ½; SW ¼; NW ¼ of SE ¼,	5	428.
S ½ of N ½; S ½,	7	537.
All,	9	640.
N ½; N ½ of S ½,	15	480.
All,	17	640.
All,	19	714.
N½; W ½ of SW ¼,	21	400.
N ½; SW ¼,	29	480.

Township 8, Range 4.

E ½; Lots 1, 2, 3, 4,	7	462.

CLACKAMAS COUNTY—Continued.

	Section	Acres
Township 1, Range 5.		
N ½ of NE ¼; NW ¼,	25	240.00
NW ¼ of NE ¼; NE ¼ of NW ¼; SW ¼ of SW ¼,	29	120.00
S ½ of SW ¼,	33	80.00
S ½ of NE ¼; S ½,	35	400.00
Township 2, Range 5.		
NE ¼; SE ¼ of SW ¼; NE ¼ of S E¼; S ½ of SE ¼,	1	319.37
Lot 5,	7	38.52
NE ¼; E ½ of SE ¼,	13	240.00
NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; NW ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	15	440.00
SW ¼ of NE ¼; E ½ of NW ¼,	19	120.00
NW ¼ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼,	23	160.00
N ½ of NE ¼; S ½ of SW ¼; SE ¼ of SE ¼,	27	200.00
NW ¼ of NW ¼; S ½ of NW ¼,	31	113.11
N ½ of NW ¼; SE ¼ of NW ¼; SE ¼,	33	280.00
Township 3, Range 5.		
All,	1	641.73
All,	3	645.10
SE ¼ of NW ¼; S ½,	7	357.00
E ½; S ½ of NW ¼; N ½ of SW ¼,	9	480.00

CLACKAMAS COUNTY—Continued.

Township 3, Range 5—Continued.

	Section	Acres
All,	11	640.00
All,	13	640.00
NE ¼ of NE ¼; S ½ of NE ¼; N ½ of SW ¼; SE ¼,	15	360.00
N ½ of NE ¼; SE ¼ of SE ¼,	17	120.00
NW ¼ of SW ¼; S ½ of SW ¼; SW ¼ of SE ¼,	19	154.12
N ½ of NE ¼; SW ¼ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; SW ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	21	360.00
E ½; E ½ of W ½; NW ¼ of NW ¼; SW ¼ of SW ¼,	23	560.00
All,	25	640.00
All,	27	640.00
S ½ of N ½; NW ¼ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; S ½ of SE ¼,	29	400.00
N ½ of NW ¼; S W¼ of N W¼; SW ¼ of SW ¼; S ½ of SE ¼,	31	236.39
N ½; N ½ of SW ¼; SE ¼,	33	560.00
All,	35	640.00

Township 4, Range 5.

All,	1	640.22
NE ¼; N ½ of SW ¼; SW ¼ of SW ¼; NW ¼ of SE ¼,	3	319.84
E ½ of NE ¼; E ½ of NW ¼; S ½ of S ½,	5	321.69
All,	7	689.26

CLACKAMAS COUNTY—Continued.

Township 4, Range 5—Continued.

	Section	Acres
All,	9	640.00
W ½ of NE ¼; W ½ of NW ¼; SE ¼ of NW ¼; S ½,	11	520.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	637.98
All,	21	640.00
All,	23	640.00
NE ¼,	27	160.00
S ½ of N ½; NW ¼ of NW ¼,	29	200.00
All,	31	659.66
E ½,	35	322.98

Township 1, Range 6.

All,	29	640.00
All,	31	624.80
SW ¼,	33	160.00

Township 2, Range 6.

All,	1	640.00
All,	3	639.42
All,	5	638.22
N ½; N ½ of SW ¼; SW ¼ of SW ¼; SE ¼,	7	597.22
All,	9	640.00
All,	11	640.00
All,	13	640.00

CLACKAMAS COUNTY—Continued.

Township 2, Range 6—Continued.

	Section	Acres
All,	15	640.00
N ½; E ½ of SW ¼; SE ¼,	17	560.00
S ½ of N ½; NW ¼ of SW ¼; N ½ of SE ¼,	19	282.99
S ½ of NE ¼; S ½ of SW ¼; SE ¼,	21	320.00
N ½; N ½ of S ½; SW ¼ of SW ¼,	23	520.00
N ½ of NE ¼; SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	25	360.00
All,	27	640.00
All,	29	640.00
All,	31	642.82
All,	33	640.00
All,	35	640.00

Township 4, Range 6.

N ½; SW ¼,	1	480.00
All,	3	640.00
All,	5	644.21
All,	7	639.39
All,	9	640.00
All,	11	700.21
W ½,	13	320.00
All,	15	640.00
All,	17	640.00
All,	19	640.54
All,	21	640.00
NW ¼,	23	195.68

CLACKAMAS COUNTY—Continued.

Township 4, Range 6—Continued.

	Section	Acres
NW ¼,	27	160.00
All,	29	621.88
Lots 3, 4, 5, 6, 7; NE ¼ of SW ¼; N ½ of SE ¼,	31	327.52
Lots 1, 2; NW ¼; N ½ of SW ¼,	33	303.04

Township 2, Range 7.

All,	7	638.41
All,	19	638.42
All,	31	639.59

Township 3, Range 7.

W ½,	7	323.32
W ½,	19	321.78

South of Base Line and West of Willamette Meridian.

Township 3, Range 1.

NE ¼ of SW ¼,	19	40.00
Total, Clackamas County,		89,162.07

POLK COUNTY.

South of Base Line and West of Willamette Meridian.

Township 6, *Range* 3.

	Section	Acres
Lot 1,	5	2.00
Lot 4,	21	.63

Township 8, *Range* 4.

Lot 3,	3	4.00

Township 9, *Range* 4.

Lot 5,	1	4.00
Lot 5,	9	1.16

Township 9, *Range* 5.

Lot 9,	13	6.00

Township 6, *Range* 6.

Lot 1,	35	28.00

Township 7, *Range* 6.

Lots 1, 2, 3, 4,	3	94.00
SW ¼ of NE ¼; S ½; Lot 1,	5	405.00
All,	7	655.00
SE ¼ of NE ¼; S ½ of SW ¼; SE ¼; Lot 3,	9	318.00
E ½ of NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	17	360.00
E ½ of SW ¼; NE ¼ of SE ¼; SW ¼ of SE ¼,	21	160.00
SE ¼ of SE ¼,	27	40.00
All,	29	640.00
All,	31	662.00
N ½ of NE ¼; NW ¼; SE ¼,	33	400.00

POLK COUNTY—Continued.

Township 8, *Range* 6.

	Section	Acres
N ½,	5	324.00
NW ¼ of NW ¼; S ½ of N ½; N ½ of S ½; SE ¼ of SE ¼,	7	415.00
W ½ of NE ¼; S ½ of NW ¼; N ½ of SW ¼; SW ¼ of SW ¼,	9	280.00
NW ¼ of NE ¼; NW ¼,	17	200.00
NE ¼ of NE ¼; SW ¼ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; SW ¼; S ½ of SE ¼,	31	440.00
W ½ of NW ¼,	33	80.00

Township 9, *Range* 6.

N ½ of NE ¼; NW ¼,	5	246.00
N ½; N ½ of SE ¼,	7	407.00
SE ¼ of NW ¼,	9	40.00
SW ¼ of NE ¼,	17	40.00

Township 7, *Range* 7.

S ½ of NE ¼; NW ¼; S ½	1	610.00
All,	3	739.00
All,	5	736.00
All,	7	643.00
All,	9	640.00
N ½; N ½ of S ½; SW ¼ of SW ¼; SE ¼ of SE ¼,	11	560.00
N ½; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	13	600.00
All,	15	640.00

POLK COUNTY—Continued.

Township 7, Range 7—Continued.

	Section	Acres
All,	17	640.00
All,	19	642.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	640.00
All,	33	641.00
N ½,	35	320.00

Township 8, Range 7.

S ½ of NW ¼; SW ¼; NW ¼ of SE ¼; SE ¼ of SE ¼,	1	320.00
W ½; NE ¼,	3	481.00
All,	5	641.00
N ½ of N ½; SW ¼ of NW ¼; NW ¼ of SW ¼; S ½ of S ½,	9	400.00
SE ¼ of SE ¼,	15	40.00
N ½ of NE ¼; NE ¼ of NW ¼,	17	120.00
SE¼ of NW ¼,	23	40.00
N ½ of NE ¼; SW ¼ of NE ¼; SE ¼ of SE ¼,	25	160.00
All,	31	641.00
N ½ of NE ¼; SW ¼ of NE ¼,	35	120.00

Township 9, Range 7.

NE ¼; E ½ of NW ¼; S ½,	1	561.00

POLK COUNTY—Continued.

Township 9, Range 7—Continued.

	Section	Acres
NW ¼; S ½,	3	480.00
Lots 3, 4; SW ¼ of NW ¼,	5	136.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	9	600.00
All,	11	640.00
All,	13	640.00
W ½ of NE ¼; W ½; NW ¼ of SE ¼,	15	440.00
Lots 9, 10, 11, 14, 15, 16,	17	245.00
NW ¼; NW ¼ of SW ¼,	21	200.00
E ½ of NE ¼; NE ¼ of SE ¼,	23	120.00
N ½; SW ¼,	29	480.00
All,	31	662.00
SE ¼ of NW ¼; S ½,	33	360.00
NE ¼ of NE ¼; W ½ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼; SW ¼ of SE ¼,	35	280.00
Township 10, Range 7.		
N ½ of N ½,	1	190.00
NW ¼; N ½ of SW ¼,	3	248.00
Lots 1, 2, 3, 4,	5	184.00
Township 7, Range 8.		
All,	1	780.00
E ½; E ½ of W ½,	3	569.00
All,	11	640.00
All,	13	640.00
E ½; E ½ of W ½,	15	480.00
All,	23	640.00

POLK COUNTY—Continued.

Township 7, Range 8—Continued.

	Section	Acres
All,	25	640.00
All,	27	640.00
All,	35	640.00

Township 8, Range 8.

N ½; SW ¼,	1	479.00
E ½; E ½ of W ½,	3	458.00
N ½; SW ¼,	11	480.00
E ½ of E ½,	15	160.00
S ½,	23	320.00
All,	25	640.00
N ½,	35	320.00

Township 9, Range 8.

N ½ of NW ¼; SW ¼ of NW ¼; W ½ of SW ¼,	11	200.00
NE ¼,	15	160.00
S ½ of NE ¼; NW ¼; S ½,	27	560.00
All,	35	640.00
Total, Polk County,		37,017.79

MARION COUNTY.

South of Base Line and West of Willamette Meridian.

Township 9, *Range* 1.

	Section	Acres
Lot 9,	13	29.00

Township 9, *Range* 2.

Lot 3,	29	17.00

Township 6, *Range* 3.

Lot 2,	1	9.00
Lots 8, 9, 10,	21	58.00

Township 8, *Range* 4.

Lot 9,	1	7.00

South of Base Line and East of Willamette Meridian.

Township 6, *Range* 1.

NE ¼; N ½ of SE ¼; SE ¼ of SE ¼,	25	280.00

Township 7, *Range* 1.

SE ¼ of NW ¼; W ½ of SE ¼,	1	120.00
Lots 1, 5, 6,	7	36.00
S ½,	11	320.00
W ½ of NE ¼; W ½ of W ½; NE ¼ of SE ¼,	18	280.00
NE ¼ of NE ¼; E ½ of SE ¼,	28	120.00

Township 8, *Range* 1.

NE ¼ of NE ¼; S ½ of NE ¼; NW ¼; NE ¼ of SW ¼; SE ¼,	1	481.00
N ½ of NE ¼; SW ¼ of NE ¼; W ½; S ½ of SE ¼,	3	524.00
Lots 1, 2,	7	17.00

MARION COUNTY—Continued.

Township 8, *Range* 1—*Continued.*

	Section	Acr
N ½; W ½ of SW ¼; NE ¼ of SE ¼,	11	440.0
NE ¼; NE¼ of SW¼; N ½ of SE¼,	12	280.0
NE ¼; E ½ of SE ¼,	13	240.0
E ½ of SW ¼; S ½ of SE ¼,	15	160.0
All,	25	640.0
SE ¼ of NW ¼; N ½ of SW ¼; SW ¼ of SE ¼,	27	160.0
N ½ of NE ¼; NW ¼ of NW ¼; S ½,	35	440.0

Township 9, *Range* 1.

Lot 1,	23	22.0

Township 6, *Range* 2.

SW ¼ of SW ¼,	29	40.0
E ½ of NE ¼; NW ¼; NE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	31	396.0

Township 7, *Range* 2.

W ½; NW ¼ of SE ¼; S ½ of SE ¼,	5	440.0
SW ¼ of NW ¼; NW ¼ of SW ¼; SE ¼ of SW ¼,	7	118.0
SW ¼ of NE ¼; W ½; W½ of SE ¼,	9	440.0
SW ¼ of NW ¼; W ½ of SW ¼,	15	120.0
NE ¼; S ½ of NW ¼,	17	240.0
SE ¼ of NW ¼; E ½ of SW ¼; SE ¼,	19	280.0
W ½ of W½; SE ¼ of NW ¼; SE ¼,	21	360.0
SW ¼ of SW ¼,	25	40.0
All,	27	640.0

MARION COUNTY—Continued.

Township 7, Range 2—Continued.

	Section	Acres
S ½ of NE ¼; NW ¼; E ½ of SW ¼; SE ¼,	33	480.00
All,	35	640.00

Township 8, Range 2.

All,	1	636.00
All,	3	636.00
All,	5	645.00
S ½ of NE ¼; NW ¼; S ½,	7	562.00
All,	9	630.00
All,	11	640.00
NW ¼ of NE ¼; N ½ of NW ¼,	13	120.00
E ½; NW ¼ of NW ¼; S ½ of NW ¼; SW ¼,	17	600.00
S ½ of NE ¼; SE ¼ of NW ¼; S ½,	19	441.00
W ½,	29	320.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	31	601.00

Township 9, Range 2.

All,	1	642.00
NE ¼; N ½ of NW ¼; N ½ of SE ¼,	3	328.00
NE ¼; N ½ of NW ¼; S ½,	5	575.00
NW ¼ of NE ¼; NE ¼ of NW ¼,	7	80.00
NW ¼ of SE ¼; North 23 acres of SW ¼ of SE ¼,	9	63.00
NE ¼; S ½ of NW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	11	364.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼;		

MARION COUNTY—Continued.

Township 9, *Range* 2—*Continued.*

	Section	Acres
S ½,	13	600.00
S ½ of NE ¼; SE ¼ of NW ¼; W ½ of SW ¼,	15	200.00
NE ¼; NE ¼ of NW ¼; E ½ of SE ¼,	23	280.00
E ½ of NE ¼; SW ¼ of NW ¼; E ½ of SW ¼,	25	200.00

Township 8, *Range* 3.

E ½ of NE ¼; SW ¼ of NW ¼; S ½; Lots 1, 2, 3, 4,	13	536.00
S ½ of SE ¼,	23	80.00
All,	25	640.00
NE ¼; E ½ of NW ¼; S ½,	27	560.00
S ½ of SW ¼; SE ¼,	29	240.00
All,	31	637.00
All,	33	640.00
All,	35	640.00

Township 9, *Range* 3.

E ½ of NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	1	360.00
All,	7	643.00
N ½; E ½ of SW ¼; NW ¼ of SW ¼; NW ¼ of SE ¼,	9	480.00
N ½ of NW ¼; NE ¼; S ½ of SE ¼,	11	320.00
All,	13	640.00
NE ¼; E ½ of NW ¼; S ½,	15	560.00
NE ¼; S ½ of NW ¼; N ½ of SW ¼,		

MARION COUNTY—Continued.

Township 9, *Range* 3—*Continued.*

	Section	Acres
SW ¼ of SW ¼,	17	360.00
N ½; N ½ of SW ¼; SE ¼,	21	560.00
SE ¼ of SW ¼,	23	40.00
Township 8, *Range* 4.		
W ½,	17	320.00
E ½; Lots 1, 2, 3, 4,	19	466.00
NW ¼; S ½,	29	473.00
NW ¼ of NE ¼; Lots 1, 2, 3, 4, 5, 6,	31	315.00
Township 9, *Range* 4.		
All,	5	642.00
All,	7	614.00
All,	17	640.00
All,	19	613.00
NW ¼,	29	160.00
Total, Marion County,		30,256.00

LINCOLN COUNTY.

South of Base Line and West of Willamette Meridian.

Township 12, *Range* 8.

	Section	Acres
SW ¼; S½ of SE¼,	3	240.00
SW ¼; NE ¼ of SE¼; S ½ of SE¼,	5	280.00
NE¼; E ½ of NW¼,	7	240.00
N ½; E ½ of SW ¼; SE ¼	9	560.00
S ½ of NE ¼; NW ¼; S ½,	11	560.00
All,	13	640.00
W ½ of NE ¼; W ½	15	400.00
NE ¼ of NE ¼; S ½ of NE ¼; S ½	17	440.00
N ½ of NE¼; SW ¼ of NE ¼; W ½; W ½ of SE ¼	19	518.00
All	21	640.00
SE ¼ of NW ¼; S ½	23	360.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	639.00
All,	33	640.00
All,	35	640.00

Township 13, *Range* 8.

All,	1	678.00
All,	3	657.00
All,	5	658.00
All,	7	635.00
All,	9	640.00
All,	11	640.00

LINCOLN COUNTY—Continued.

Township 13, *Range* 8—*Continued.*

	Section	Acres
All,	13	640.00
All,	15	640.00
All,	17	640.00

Township 13, *Range* 9.

E ½ of E ½,	13	160.00
E ½ of E ½,	25	160.00

Township 14, *Range* 9.

E ½ of NE ¼; SE ¼,	1	240.00
NW ¼ of NE ¼; NE ¼ of NW ¼; SE ¼ of SW ¼; S ½ of SE ¼,	13	200.00
NE ¼; E ½ of W ½; SE ¼,	25	480.00

Township 15, *Range* 9.

E ½ of NW ¼; NE ¼ of SE ¼,	1	121.00
Total, Lincoln County,		15,906.00

BENTON COUNTY.

South of Base Line and West of Willamette Meridian.

Township 10, *Range* 4.

	Section	Acres
Lot 6,	15	1.14
Lot 1,	21	.16

Township 13, *Range* 4.

Lot 5,	19	52.40

Township 10, *Range* 5.

NW ¼ of NE ¼; S ½ of NE ¼; W ½,	19	440.00
Lot 4,	23	.79
NE ¼ of NE ¼; SW ¼; N ½ of SE ¼,	29	280.00

Township 11, *Range* 5.

Lot 1,	1	2.76

Township 13, *Range* 5.

Lots 1, 2,	7	2.00
Lot 1,	29	.84

Township 14, *Range* 5.

Lot 1,	25	.26
Lots 1, 2, 3,	31	5.88

Township 13, *Range* 6.

S ½ of SW ¼,	5	80.00
All,	7	681.60
Lot 5,	13	11.34
S ½ of NE ¼; W ½; N ½ of SE ¼; SW ¼ of SE ¼,	17	520.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	19	651.89

BENTON COUNTY—Continued.

Township 13, *Range* 6—*Continued.*

	Section	Acres
S ½ of N ½; SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	21	440.00
SE ¼ of NW ¼; W ½ of SW ¼,	23	120.00
N ½,	25	320.00
N ½ of NE ¼; NE ¼ of NW ¼; SW ¼ of NW ¼; NW ¼ of SE ¼; SE ¼ of SE ¼,	27	240.00
NE ¼; S ½ of NW ¼; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	29	520.00
All,	31	701.65
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼ of NW ¼; SE ¼ of NW ¼; SE ¼ of SW ¼; N ½ of SW ¼; W ½ of SE ¼,	33	400.00
NW ¼ of NE ¼; S ½ of NE ¼; N ½ of NW ¼; NW ¼ of SW ¼; E ½ of SE ¼,	35	320.00

Township 14, *Range* 6.

N ½; NE ¼ of SE ¼,	3	362.66
All,	5	642.82
All,	7	638.60
W ½	9	320.00
Lot 1,	11	43.35
All,	17	640.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	19	602.82
All,	29	640.00
All,	31	641.16

BENTON COUNTY—Continued.

Township 15, *Range* 6.

	Section	Acres
W ½ of SW ¼; SW ¼ of SE ¼.....	3	120.00
NW ¼; S ½	5	481.31
N ½ of N ½,	7	159.40
N ½ of NW ¼,	9	80.00

Township 12, *Range* 7.

S ½ of S ½,	7	158.87
NW ¼ of SW ¼; S ½ of SW ¼; SW ¼ of SE ¼,	15	160.00
All,	17	640.00
All,	19	639.62
N ½; SE ¼,	21	480.00
SW ¼ of NW ¼; W ½ of SW ¼,	23	120.00
All,	27	640.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	29	600.00
All,	31	634.78
All,	33	640.00
All,	35	640.00

Township 13, *Range* 7.

All,	3	705.64
All,	5	680.38
All,	7	645.40
All,	9	640.00
All,	11	640.00
All,	13	640.00
E ½; N ½ of NW ¼; SW ¼ of NW ¼;		

BENTON COUNTY—Continued.

Township 13, *Range* 7—*Continued.*

	Section	Acres
SE ¼ of SW ¼,	15	480.00
All,	17	640.00
All,	19	644.38
W ½ of NE ¼; NW ¼,	21	240.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
Lots 7, 8,	29	1.88
W ½ of NE ¼; NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	31	318.49
All,	33	640.00
All,	35	640.00

Township 14, *Range* 7.

All,	1	635.34
All,	3	643.92
S ½ of NE ¼; W ½ of SW ¼; SE ¼,	5	320.00
Lot 4,	7	34.84
All,	9	663.68
All,	11	640.00
All,	13	631.12
NE¼; E ½ of NW ¼; S ½,	15	560.00
All,	17	649.99
All,	19	651.99
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00

BENTON COUNTY—Continued.

Township 14, *Range* 7—*Continued.*

	Section	Acres
All,	29	640.00
All,	31	665.60
All,	33	640.00
All,	35	640.00

Township 15, *Range* 7.

All,	1	596.62
All,	3	605.08
All,	5	595.60
N ½ of N ½,	7	157.69
N ½ of N ½,	9	160.00
N ½ of N ½,	11	160.00

Township 13, *Range* 8.

All,	19	637.68
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	637.19
All,	33	641.80
N ½; SW ¼; NW ¼ of SE ¼,	35	520.00

Township 14, *Range* 8.

N ½ of NE ¼; NW ¼,	3	244.36
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	5	607.68
NW ¼ of NE ¼; S ½ of NE ¼; N ½ of		

BENTON COUNTY—Continued.

Township 14, *Range* 8—*Continued.*

	Section	Acres
NW ¼; E ½ of SW ¼; SE ¼,	7	489.01
SE ¼ of SE ¼,	9	40.00
E ½; S ½ of SW ¼,	11	400.00
All,	15	640.00
SE ¼ of NE ¼; S ½ of NW ¼; SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	19	394.81
All,	21	640.00
SW ¼ of NE ¼; W ½; NW ¼ of SE ¼,	23	400.00
NE ¼; S ½ of SW ¼; E ½ of SE ¼,	25	320.00
All,	27	640.00
All,	29	640.00
N ½; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	31	590.00
NE ¼; E ½ of NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; NE ¼ of SE ¼,	33	400.50
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	35	608.66
Township 15, *Range* 8.		
All,	1	774.06
Lots 1, 3, 4, 5, 6, 8, 9, 10, 11, 12; S ½,	3	659.00
N ½ of N ½; SW ¼ of NE ¼; SW ¼ of NW ¼; S ½ of SE ¼,	5	352.00
NE ¼ of NE ¼,	7	40.00
N ½ of N ½,	9	160.00
N ½ of N ½,	11	160.00
Total, Benton County,		53,626.99

LINN COUNTY.

South of Base Line and East of Wlilamette Meridian.

Township 9, *Range* 1.

	Section	Acres
Lot 4,	17	16.00

Township 10, *Range* 1.

NE ¼; NE ¼ of NW ¼; Lots 2, 5,	1	227.00
N ½ of N ½; SW ¼ of NE ¼; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	19	478.00
SW ¼,	21	160.00
S ½ of N ½; S ½,	23	480.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	25	600.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	27	600.00
W ½ of NE ¼; NW ¼; S ½,	29	560.00
N ½ of N ½; Lot 2,	31	198.00
All,	33	640.00
All,	35	640.00

Township 11, *Range* 1.

All,	1	641.00
Lots 1, 2, 3, 4; S ½ of NE ¼; SE ¼ of NW ¼; S ½,	3	601.00
N ½ of NE ¼; NE ¼ of SW ¼,	5	120.00
W ½,	9	320.00
All,	15	640.00
NE ¼; S ½ of NW ¼; S ½,	17	560.00
N ½ of N ½,	21	160.00
N ½; N ½ of S ½; SE ¼ of SE ¼,	23	520.00
E ½; E ½ of W ½; NW ¼ of SW ¼,	27	520.00

LINN COUNTY—Continued.

Township 11, *Range* 1—*Continued.*

	Section	Acres
SE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	29	160.00
Lot 3,	31	4.00
All,	33	640.00
All,	35	640.00

Township 12, *Range* 1.

W ½ of NW ¼; SW ¼,	1	289.00
N ½; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	3	596.00
All,	5	643.00
N ½ of N ½,	9	160.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	21	640.00
NE ¼; S ½ of NW ¼; S ½,	23	560.00
All,	25	640.00
All,	27	640.00

Township 14, *Range* 1.

E ½ of SE ¼,	29	80.00
N ½ of SE ¼,	33	80.00
All,	35	640.00

Township 15, *Range* 1.

N ½; SW ¼ of SW ¼; N E¼ of SE ¼,	1	409.00

LINN COUNTY—Continued.

Township 9, *Range* 2.

	Section	Acres
SW ¼ of SW ¼,	25	40.00
Lot 1,	27	4.00
NW ¼ of SW ¼; S ½ of S ½,	29	200.00
S ½ of NW ¼; S ½,	31	409.00
NW ¼ of NE ¼; S ½ of NE ¼; E ½ of W ½; SE ¼,	35	440.00

Township 10, *Range* 2.

NW ¼; S ½,	1	479.00
N ½; NW ¼ of SW ¼; E ½ of SE ¼,	5	440.00
NE ¼,	7	160.00
E ½; NE ¼ of NW ¼; S ½ of NW ¼,	9	445.00
E ½ of NE ¼; SW ¼ of NW ¼; S ½,	11	440.00
E ½,	13	320.00
SE ¼ of NE ¼; W ½ of NW ¼; S ½,	15	440.00
S ½ of N ½; N ½ of SE ¼,	17	240.00
W ½,	19	348.00
N ½ of NW ¼,	21	80.00
NE ¼; S ½ of NW ¼; S ½,	23	560.00
NE ¼,	25	160.00
All,	31	658.00
SW ¼ of SW ¼,	33	40.00

Township 11, *Range* 2.

S ½,	3	320.00
All,	5	985.00
E ½,	7	320.00
All,	9	640.00
SE ¼,	13	160.00

LINN COUNTY—Continued.

Township 12, *Range* 2.

	Section	Acres
S ½,	1	320.00
SE ¼,	8	160.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
E ½; S ½ of SW ¼,	21	400.00
All,	23	640.00
All,	27	640.00
All,	29	640.00

Township 14, *Range* 2.

All,	35	640.00

Township 15, *Range* 2.

Lots 3, 4; SE ¼ of SW ¼; SW ¼ of SE ¼,	19	156.00

Township 10, *Range* 3.

SW ¼ of SW ¼; SE ¼,	1	200.00
SE ¼ of NW ¼; S ½ of SE ¼,	3	120.00
SW ¼ of NE ¼; S ½ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; Lot 4,	5	277.00
N ½ of N ½,	7	168.00
N ½ of N ½,	11	160.00
S ½ of NW ¼; NE ¼ of SW ¼; SW ¼ of SW ¼; SE ¼ of SE ¼,	19	202.00

Township 11, *Range* 3.

S ½,	1	320.00
All,	7	589.00
All,	9	640.00

LINN COUNTY—Continued.

Township 11, *Range* 3—*Continued.*

	Section	Acres
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	11	600.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	543.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	33	691.00
N ½; N ½ of SE ¼; SE ¼ of SE ¼,	35	440.00

Township 12, *Range* 3.

NW ¼,	1	160.00
All,	3	637.00
All,	5	628.00
All,	7	630.00
All,	9	640.00
W ½ of E ½; W ½,	11	480.00
All,	15	640.00
All,	17	640.00
All,	19	632.00
All,	21	640.00
W ½ of NW ¼,	27	80.00

LINN COUNTY—Continued.

Township 12, *Range* 3—*Continued.*

	Section	Acres
E ½; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼,	29	480.00
N ½ of NE ¼,	31	80.00
NW ¼,	33	160.00

Township 14, *Range* 3.

Lots 1, 2, 3, 4; E ½ of W ½,	31	310.00

Township 9, *Range* 4.

S ½ of NW ¼; N ½ of SW ¼; SE ¼,	31	306.00

Township 10, *Range* 4.

NE ¼ of NW ¼; S ½ of N W ¼; W ½ of SE ¼,	17	200.00
E ½ of E ½,	19	160.00
W ½ of E ½; W ½,	29	480.00

South of Base Line and West of Willamette Meridian.

Township 9, *Range* 1.

NW ¼ of NE ¼; Lot 6,	21	79.00

Township 10, *Range* 1.

NW ¼ of SE ¼; W ½ of SW ¼,	13	120.00
NE ¼ of SW ¼,	23	40.00
N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	25	280.00

Township 14, *Range* 1.

S ½ of S ½,	25	160.00
S ½ of S ½,	27	160.00
All,	31	646.00
S ½ of NE ¼; W ½ of SW ¼; NE ¼ of SE ¼; SW ¼ of SE ¼,	33	240.00
All,	35	640.00

LINN COUNTY—Continued.

Township 15, *Range* 1.

	Section	Acres
All that part situated in Linn County,	1	601.00
NE ¼ of NE ¼; S ½ of NE ¼; SW ¼ of NW ¼; S ½,	3	482.00
E ½; N ½ of NW ¼; SW ¼ of SW ¼,	5	441.00
All that part situated in Linn County,	7	160.00
N ½,	9	320.00
All that part of the NW ¼ of NW ¼ situated in Linn County,	11	15.00

Township 13, *Range* 2.

NE¼ of NW ¼,	19	40.00
NW ¼ of NE ¼,	21	40.00

Township 14, *Range* 2.

Lots 4, 5, 6, 7,	13	75.00
Lots 1, 2, 3, 4, 5,	15	103.00
NW ¼ of SE ¼	21	40.00
N ½ of NE ¼; SW ¼ of NE ¼; SE ¼,	25	280.00
N ½ of NE ¼,	29	80.00
E ½ of SE ¼,	33	80.00
S ½,	35	320.00

Township 15, *Range* 2.

All,	1	642.00
E ½,	3	320.00
SW ¼ of NW ¼; SW ¼; NE ¼ of SE¼; S ½ of SE ¼,	9	320.00
All,	11	640.00
All,	13	640.00

LINN COUNTY—Continued.

Township 15, *Range* 2—*Continued.*

	Section	Acres
All,	15	640.00
NE ¼ of NE ¼,	17	40.00
NE ¼; S ½,	21	480.00
All,	27	640.00
All,	29	640.00
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	31	621.00
All	33	640.00
Township 16, *Range* 2.		
All,	5	638.00
Township 14, *Range* 3.		
Lots 3, 4,	3	48.00
Township 16, *Range* 3.		
E ½; SE ¼ of NW ¼,	1	361.00
Township 15, *Range* 4.		
SW ¼ of SW ¼,	35	40.00
Township 12, *Range* 5.		
Lot 3,	1	.28
Township 14, *Range* 5.		
Lot 1,	23	10.00
Total, Linn County,		61,966.28

LANE COUNTY.

South of Base Line and East of Willamette Meridian

Township 16, *Range* 1.

	Section	Acre
SW ¼ of SW ¼ (or Lot 4),	7	40.0
SE ¼ of SW ¼; SE ¼,	13	200.0
W ½ of NE ¼; NW ¼ of SE ¼; SE ¼ of SE ¼,	17	160.0
SW ¼; SW ¼ of SE ¼,	21	200.0
E ½ of NE ¼; S ½ of SW ¼; SE ¼,	23	320.0
All,	25	640.0
NW ¼ of NE ¼; N ½ of NW ¼,	29	120.0
W ½ of NW ¼,	31	76.0
All,	33	640.0
All,	35	640.0

Township 17, *Range* 1.

NW ¼,	3	159.0
NW ¼ of NE ¼; Lots 1, 2,	9	114.0
NE ¼,	13	160.0
SE ¼ of SW ¼,	15	40.0
Lots 10, 11; W ½ of SE ¼,	19	161.0
NW ¼ of NE ¼; NE ¼ of NW ¼,	21	80.0

Township 18, *Range* 1.

All,	7	634.0
S ½ of S ½,	13	160.0
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; N ½ of SW ¼; SE ¼,	19	522.0
NE ¼; S ½,	21	480.0
All,	23	640.0

LANE COUNTY—Continued.

Township 18, *Range* 1—*Continued.*

	Section	Acres
N ½; SE ¼,	25	480.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	29	600.00
S ½ of NE ¼; NW ¼; N ½ of S ½,	31	400.00

Township 19, *Range* 1.

All,	1	639.00
All,	3	642.00
All,	11	640.00
All,	13	640.00

Township 20, *Range* 1.

S ½ of NE ¼; SE ¼ of NW ¼; E ½ of SW ¼; Lots 1, 2, 3, 4; SE ¼,	7	435.00
SW ¼ of NE ¼; W ½; NW ¼ of SE ¼; S ½ of SE ¼,	17	480.00
All,	19	552.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	21	600.00
SW ¼ of SW ¼,	23	40.00
All,	27	640.00
All,	29	640.00
All,	31	615.00
All,	33	670.00
NW ¼,	35	160.00

Township 22, *Range* 1.

All,	5	640.00
All,	7	579.00
NW ¼,	9	160.00

LANE COUNTY—Continued.

Township 22, *Range* 1—*Continued.*

	Section	Acres
N ½; SW ¼,	17	480.00
All,	19	578.00

Township 16, *Range* 2.

SW ¼; S ½ of SE ¼,	15	240.00
SW ¼ of NE ¼; NW ¼; S ½,	17	520.00
S ½ of NE ¼; NW ¼; S ½,	19	559.00
N ½ of NE ¼; SW ¼ of NE ¼; W ½; NW ¼ of SE ¼,	21	480.00
Lots 2 to 10, inclusive, 12, 13,	23	428.00
NE ¼; E ½ of NW ¼; S ½,	25	560.00
S ½ of SE ¼,	27	80.00
W ½ of NE ¼; NW ¼; NW ¼ of SW ¼; Lot 1,	29	315.00
NW ¼ of NE ¼; S ½ of N ½; S ½,	33	520.00
Lot 5,	35	27.00

Township 17, *Range* 2.

All,	1	643.00
All,	3	644.00
All,	5	636.00
NE ¼; NE ¼ of NW ¼,	7	200.00
N ½ of NW ¼,	9	80.00
All,	11	640.00

Township 15, *Range* 3.

SW ¼,	33	160.00

Township 16, *Range* 3.

Lots 1, 2, 3, 4, 5, 6; NE ¼; E ½ of NW ¼,	31	429.00

LANE COUNTY—Continued.

Township 17, *Range* 8.

	Section	Acres
W ½ of NW ¼; NE ¼ of SW ¼; Lots 1, 2,	3	181.00
S ½ of NW ¼; Lots 1, 4, 5; S ½,	5	507.00
All,	7	642.00
SW ¼ of NE ¼; S ½ of N W¼; S ½; Lots 3, 4, 5,	9	517.00
All,	17	640.00

South of Base Line and West of Willamette Meridian.

Township 15, *Range* 1.

All that part situated in Lane County,	1	40.00
All that part situated in Lane County,	7	497.00
N ½ of SW ¼; SE ¼,	9	240.00
SW ¼, and that part of NW ¼ of NW ¼ situated in Lane County,	11	185.00
N ½; N ½ of SW ¼; NW ¼ of SE ¼,	13	440.00
NE ¼; N ½ of NW ¼; S ½,	15	560.00
All,	17	640.00
All,	19	660.00
NW ¼ of NW ¼; S ½ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; S ½ of SE ¼,	21	320.00
NW ¼ of NE ¼; NW ¼,	23	200.00
SE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	27	160.00
All,	29	640.00
All,	31	653.00

LANE COUNTY—Continued.

Township 16, *Range* 1.

	Section	Acres
All,	3	643.00
NW ¼ of NW ¼; Lots 7, 8,	5	89.00
N ½; N ½ of SW ¼,	9	400.00
NW ¼; SW ¼ of SW ¼; SE ¼ of SE ¼,	11	240.00
S ½ of SW ¼,	13	80.00
S ½ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; N ½ of S ½; SE ¼ of SE ¼,	15	400.00
Lots 3, 4; N ½ of SE ¼; SW ¼ of SE ¼,	17	181.00
Lots 5, 6, 7, 8; NE ¼ of SE ¼; S ½ of SE ¼,	19	241.00
S ½ of S ½,	25	160.00
S ½ of S ½,	27	160.00
All,	29	640.00
N ½ of NE ¼; SE ¼ of NE ¼; NW ¼; NW ¼ of SW ¼; S ½ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	31	566.00
E ½; SE ¼ of NW ¼; N ½ of SW ¼; SW ¼ of SW ¼,	33	480.00
All,	35	640.00

Township 17, *Range* 1.

E ½,	1	320.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	3	602.00
N ½ of N ½; SW ¼ of NW ¼; Lots 1, 2, 3, 4, 5,	5	345.00
W ½ of NE ¼; NW ¼; Lots 1, 2, 4, 5,	7	339.00

LANE COUNTY—Continued.

Township 17, *Range* 1—*Continued.*

	Section	Acres
E ½; Lots 1, 2, 3, 4, 5; E ½ of SW ¼,	9	487.00
SW ¼ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	11	480.00
N ½; SW ¼; N ½ of SE ¼,	15	560.00
SE ¼ of NE ¼; S ½; Lot 1,	17	399.00
NW ¼ of NE ¼,	19	40.00
NW ¼ of NW ¼,	21	40.00
NW ¼ of SW ¼; Lots 3, 4,	25	110.00
S ½ of SW ¼; SW ¼ of SE ¼,	31	126.00
S ½ of N ½; S ½,	35	521.00

Township 18, *Range* 1.

All,	1	682.00
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; S ½ of SW ¼; SE ¼ of SE ¼,	3	454.00
N ½; N ½ of S ½; SW ¼ of SW ¼; SE ¼ of SE ¼,	5	627.00
NE ¼; E ½ of NW ¼; NW ¼ of SW ¼; NW ¼ of SE ¼; SE ¼ of SE ¼,	7	361.00
N ½ of NE ¼; SW ¼ of NE ¼; E ½ of NW ¼; S ½,	9	520.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
N½; E ½ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	17	520.00
NE ¼ of SE ¼,	19	40.00
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼,	21	280.00

LANE COUNTY—Continued.

Township 18, *Range* 1—*Continued.*

	Section	Acres
All,	23	640.00
SE ¼ of SE ¼,	25	40.00

Township 19, *Range* 1.

S ½ of NE ¼; NW ¼; S ½,	31	567.00
S ½ of SW ¼,	33	80.00
SW ¼; S ½ of SE ¼,	35	240.00

Township 20, *Range* 1.

NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	1	600.00
NE ¼; NE ¼ of NW ¼; NE ¼ of SE ¼,	3	242.00
All,	5	618.00
All,	7	768.00
SE ¼ of NE ¼; SE ¼ of NW ¼; S ½,	9	400.00
NE¼; S ½,	11	480.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
Lots 7 to 12, inclusive; NW ¼ of SE ¼; S ½ of SE ¼,	31	353.00
N ½,	35	320.00

LANE COUNTY—Continued.

Township 21, *Range* 1.

	Section	Acres
Lots 2 to 7, inclusive, 11, 12, 13, 14,	5	348.00
Lots 1 to 10, inclusive, 15, 16,	7	470.00
W ½ of S W ¼,	9	80.00
Lots 1, 7, 9, 13,	17	156.00
NE ¼ of NE ¼; E ½ of SE ¼; Lot 6,	19	151.00
Lots 3, 4, 6, 7, 8, 10, 11, 12,	29	314.00
SW ¼ of NE ¼; NW ¼; S ½,	31	520.00
N ½ of NE ¼; NW ¼; SE ¼ of SE ¼,	33	280.00
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; S ½ of SW¼; SE ¼,	35	520.00

Township 22, *Range* 1.

Lot 4,	1	47.00
NE ¼ of NW ¼; W ½ of W ½; SE ¼ of SW ¼; N ½ of SE ¼,	5	320.00
Lots 1, 17,	7	55.00
NE ¼; NE ¼ of NW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	9	320.00
S ½ of NW ¼,	13	80.00
W ½ of NE ¼; SE ¼; Lots 1, 2, 3, 4, 6, 7, 8, 10, 11,	15	603.00
NW ¼ of NE ¼; SE ¼ of NE ¼; SW ¼ of SE ¼; Lots 1, 4,	17	201.00
SE ¼ of SE ¼,	19	40.00
Lots 1, 2, 7, 8, 9, 10, 11,	21	241.00
W ½ of NE ¼; NW ¼; S ½,	23	560.00
All,	25	640.00

LANE COUNTY—Continued.

Township 22, *Range* 1—*Continued*

	Section	Acres
E ½ of NE ¼; SW ¼ of SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	27	240.00
S ½ of SW ¼,	29	80.00
E ½; Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 20,	31	740.00
SE ¼ of SE ¼,	33	40.00
NW ¼ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	35	320.00

Township 23, *Range* 1.

N ½; SE ¼,	1	492.00
S ½ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; NW ¼ of SE ¼,	3	240.00
S ½ of NE ¼; SE ¼ of NW ¼; S ½,	5	440.00
NE ¼; E ½ of SE ¼; Lots 1, 2, 3, 4, 6, 9, 10, 11, 12, 15, 16,	7	635.00
All,	9	640.00
S ½ of SW ¼; E ½ of SE ¼,	11	160.00
All,	13	640.00
All,	17	640.00
Lots 3, 4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 19, 20,	19	466.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	1,065.00
All,	33	640.00
N ½; SE ¼,	35	480.00

LANE COUNTY—Continued.

Township 24, *Range* 1.

	Section	Acres
Lots 1, 2, 3, 4; SW ¼ of NW ¼,	1	198.00
N ½; SW ¼; NW ¼ of SE ¼,	5	518.00
NE ¼,	7	160.00

Township 15, *Range* 2.

All,	23	640.00
All,	25	640.00
N ½; N ½ of SE ¼,	35	400.00

Township 16, *Range* 2.

All,	7	659.00
All,	17	640.00
All,	19	659.00
All,	21	640.00
NW ¼ of SW ¼,	23	40.00
E ½ of NE ¼; Lots 5, 6; SE ¼,	25	268.00
NW ¼,	27	160.00
S ½ of NE ¼; NW ¼; S ½,	29	560.00
All,	31	655.00
W ½; Lots 1, 2, 3,	33	367.00

Township 17, *Range* 2.

N ½ of N ½,	5	171.00
NW ¼ of NE ¼; S ½ of NE ¼; W ½; N ½ of SE ¼; Lots 1, 2, 3,	7	618.00
Lots 1, 2, 3, 5, 9; NW ¼ of NW ¼; NW ¼ of SW ¼,	13	216.00
NE ¼; S ½ of NW ¼; Lots 1, 2,	15	316.00
NE ¼ of NE ¼,	23	40.00

LANE COUNTY—Continued.

Township 18, *Range* 2.

	Section	Acres
N ½ of N ½; S W ¼ of NW ¼,	1	271.00
Lot 9,	15	20.00

Township 19, *Range* 2.

S ½ of SW ¼; SW ¼ of SE ¼,	15	120.00
S ½ of SE ¼; Lot 4,	19	100.00
SE ¼ of NE ¼; Lots 3, 4,	21	67.00
SW ¼ of NE ¼; SE ¼ of NW ¼; S ½,	23	400.00
W ½ of E ½; W ½; SE ¼ of SE ¼,	25	520.00
N ½ of NE ¼; SE ¼ of NE ¼; N ½ of NW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	27	320.00
S ½ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	29	400.00
E ½ of NE ¼; W ½ of SW ¼; NE ¼ of SE ¼,	31	205.00
All,	33	640.00
All,	35	640.00

Township 20, *Range* 2.

All,	1	592.00
S ½ of NE ¼; SE ¼ of NW ¼; E ½ of SW ¼; SE ¼; Lots 1, 2, 3, 4, 5,	3	526.00
N ½ of NE ¼; SE ¼ of NE ¼,	11	120.00
All,	13	628.00
S ½ of NE ¼; SE ¼ of NW ¼; E ½ of SW ¼; SE ¼,	15	360.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	19	608.00

LANE COUNTY—Continued.

Township 20, *Range* 2—*Continued.*

	Section	Acres
S ½ of N ½; W ½ of SW ¼; E ½ of SE ¼,	21	320.00
NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; S ½,	23	600.00
W ½,	25	320.00
NW ¼ of NE ¼; SE ¼ of NE ¼; NW ¼; NW ¼ of SW ¼; E ½ of SE ¼,	27	360.00
N ½; N ½ of S ½,	29	480.00
Lots 6, 7, 9; W ½ of SE ¼; E ½ of SW ¼,	31	193.00
NE ¼ of NE ¼,	33	40.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	35	600.00

Township 21, *Range* 2.

N ½; N ½ of SW ¼; SE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	1	561.00
SW ¼ of S W ¼,	3	40.00
Lots 1, 2, 3; SE ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	5	211.00
SW ¼ of NW ¼; E ½ of SW ¼; S ½ of SE ¼,	7	202.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	9	600.00
E ½ of NE ¼; Lot 1,	13	103.00
All,	15	640.00
NE ¼; E ½ of NW ¼; NW ¼ of NW ¼;		

LANE COUNTY—Continued.

Township 21, *Range* 2—*Continued.*

	Section	Acres
N ½ of S ½; SW ¼ of SW ¼,	17	480.00
SE¼ of SE ¼,	19	40.00
All,	21	640.00
NW ¼ of SE ¼,	23	40.00
All,	25	640.00
All,	27	651.00
N ½; SW ¼; W ½ of SE ¼,	29	576.00
All,	33	640.00
All,	35	640.00

Township 22, *Range* 2.

All,	1	856.00
SE ¼; Lots 1 to 11, inclusive	3	631.00
Lots 1, 2, 4, 8,	5	166.00
SE ¼ of NE ¼; NE ¼ of NW ¼; NE ¼ of SE ¼,	7	120.00
W ½ of SE ¼; SE ¼ of SE ¼,	9	120.00
NE ¼; N ½ of NW ¼; S ½ of SW ¼; NW ¼ of SE ¼,	11	360.00
SW ¼ of NE ¼; SW ¼ of NW ¼; SW ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	15	240.00
W ½ of NE ¼; NE ¼ of NW ¼; SE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	21	280.00
N ½ of NW ¼; SW ¼ of NW ¼,	23	120.00
S ½ of S ½,	29	160.00

LANE COUNTY—Continued.

Township 22, *Range* 2—*Continued.*

	Section	Acres
All,	31	641.00
All,	33	640.00
S ½ of SW ¼; SE ¼,	35	240.00

Township 23, *Range* 2.

S ½ of NW ¼; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼; Lots 2, 3, 4,	1	388.00
All,	3	520.00
All,	5	525.00
All,	7	541.00
All,	9	640.00
All,	11	640.00
NE ¼ of NW ¼; W ½ of W ½; SE ¼ of SW ¼; SE ¼,	13	400.00
All,	15	640.00
All,	17	640.00
All,	19	545.00
All,	21	640.00
All,	23	640.00
W ½ of NW ¼,	25	80.00
All,	27	640.00
All,	29	640.00
N ½,	33	320.00
N ½,	35	320.00

Township 16, *Range* 3.

Lots 3, 4, 5,	9	12.00
N ½; N½ of S ½; SW ¼ of SW ¼; SE ¼ of SE ¼,	13	560.00

LANE COUNTY—Continued.

Township 17, *Range* 8.

	Section	Acres
E ½ of SE ¼,	1	80.00
Lot 4,	5	18.00
W ½ of NW ¼,	11	80.00
NE ¼ of NE ¼,	13	40.00

Township 19, *Range* 8.

W ½; SW ¼ of SE ¼,	19	376.00
Lot 3,	35	3.00

Township 20, *Range* 8.

E ½ of NE ¼; NW ¼ of NW ¼; E ½ of SE ¼,	1	199.00
NW ¼ of NE ¼; NW ¼; W ½ of SW ¼,	7	292.00
SW ¼ of SW ¼,	9	40.00
Lot 4,	13	39.00
N ½; N ½ of SE ¼; E ½ of SW ¼,	17	480.00
Lot 1,	19	12.00
SW ¼ of NW ¼; S ½ of SW ¼,	31	117.00

Township 21, *Range* 8.

W ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of SE ¼; S ½ of SE ¼,	3	241.00
Lot 1,	9	20.00
S ½ of NW ¼; W ½ of SW ¼; S ½ of SE ¼,	11	240.00
SW ¼ of NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; W ½ of SW ¼; NW ¼ of SE ¼,	13	280.00

LANE COUNTY—Continued.

Township 21, *Range* 3—*Continued.*

	Section	Acres
NE ¼; E ½ of NW ¼; E ½ of SE ¼,	15	320.00
Lot 5; S½,	17	343.00
E ½; E ½ of W ½,	19	480.00
N ½; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	23	600.00
All,	25	640.00
E ½; NE ¼ of NW ¼; S ½ of NW¼; N ½ of SW¼; SE ¼ of SW ¼,	27	560.00
SW ¼ of NE¼; NW ¼; N ½ of SW ¼; Lot 2,	29	298.00
All,	31	654.00
Lot 1,	33	19.00
All,	35	640.00

Township 22, *Range* 3.

W ½,	1	333.00
All,	3	641.00
NE ¼; N ½ of NW ¼; S ½,	7	576.00
All,	9	640.00
All,	11	640.00
All,	15	640.00
NW ¼ of SE ¼; SE ¼ of SE ¼,	17	80.00
Lot 2; W ½,	19	383.00
All,	21	640.00
All,	23	640.00
NW ¼; S ½,	25	417.00
All,	27	640.00

LANE COUNTY—Continued.

Township 22, *Range* 3—*Continued.*

	Section	Acres
S ½ of NE ¼; N ½ of SE ¼,	29	160.00
SW ¼ of NE ¼; W ½; NW ¼ of SE ¼; S ½ of SE ¼,	31	502.00
All,	33	649.00
All,	35	650.00

Township 23, *Range* 3.

All,	1	645.00
NE ¼; NE ¼ of NW ¼; NW ¼ of SW ¼,	3	240.00
W ½ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼,	5	199.00
W ½ of NE ¼; NW ¼; N ½ of S ½,	9	403.00
SE ¼ of SW ¼; Lots 6, 7,	11	122.00
All,	13	640.00
All,	15	640.00
SE ¼ of NE ¼; W ½ of NW ¼; SW ¼,	17	280.00
All,	23	640.00

Township 18, *Range* 4.

Lot 5,	19	20.00
NE ¼ of SW ¼; S ½ of SW ¼,	27	120.00
E ½ of NE ¼; SW ¼ of NW ¼,	33	120.00
E ½ of NE ¼,	35	80.00

Township 19, *Range* 4.

NE ¼ of NE ¼; SE ¼ of NW ¼; SW ¼; SW ¼ of SE ¼,	3	282.00
S ½ of NE ¼; N ½ of SE¼,	5	160.00

LANE COUNTY—Continued.

Township 19, *Range* 4—*Continued.*

	Section	Acres
S ½ of NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	7	362.00
E ½ of NE ¼; W ½; NE ¼ of SE ¼; S ½ of SE ¼,	9	520.00
NW ¼ of NW ¼,	11	40.00
SE ¼ of SW ¼; S ½ of SE ¼,	13	120.00
NW ¼ of SW ¼; S ½ of SW ¼; SW ¼ of SE ¼,	15	160.00
E ½ of E ½; W ½ of NW ¼; SE ¼ of SW ¼; SW ¼ of SE ¼,	17	320.00
SE ¼ of NE ¼; SE ¼,	19	200.00
All,	21	640.00
NE ¼ of NE ¼; SW ¼ of NE ¼; SE ¼ of NW ¼; N ½ of SE ¼,	23	200.00
NW ¼; S ½,	25	480.00
S ½ of NE ¼; NW ¼; S ½,	27	560.00
E ½; N ½ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼,	29	520.00
NE ¼ of NE ¼; N W ¼ of SW ¼,	31	81.00
All,	33	640.00
NW ¼,	35	160.00

Township 20, *Range* 4.

W ½ of E ½; SE ¼ of NE ¼; W ½; NE ¼ of SE ¼,	1	558.00
All,	3	687.00
N½ of NE ¼; SW ¼ of NE ¼; N ½ of		

LANE COUNTY—Continued.

Township 20, Range 4—Continued.

	Section	Acres
SE ¼; SW ¼ of SE ¼,	5	238.00
Lots 1, 2, 3,	7	11.00
NE ¼; S ½ of NW ¼; SW¼; W ½ of SE ¼,	9	480.00
NE ¼; N ½ of NW ¼,	11	240.00
SE ¼ of NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; NE ¼ of SE¼,	15	320.00
S ½ of N ½; E ½ of SW¼; SE ¼,	17	400.00
NE ¼; E ½ of W ½; N ½ of SE ¼; Lot 2,	19	425.00
N ½; SW ¼; NE ¼ of SE ¼,	21	520.00
W ½ of NW ¼,	23	80.00
NW ¼; N ½ of SW ¼; NE ¼ of SE ¼,	27	280.00
N ½; SW ¼,	29	480.00
SW ¼ of NW ¼; SW ¼; Lot 2,	31	229.00
NE ¼; W ½ of NW¼; SW ¼ of SW¼; SE ¼ of SE ¼,	33	320.00
SE ¼ of NE ¼; S ½ of SW ¼; SE ¼,	35	280.00

Township 21, Range 4.

N ½ of NE ¼; N W ¼ of NW ¼,	1	120.00
N ½; N ½ of SW ¼,	3	365.00
NE ¼; N ½ of NW ¼,	5	236.00
W ½ of NE ¼; NW ¼; S ½,	23	560.00
All,	25	640.00
E ½; E ½ of SW ¼,	35	400.00

LANE COUNTY—Continued.

Township 22, *Range* 4.

	Section	Acres
NW ¼ of NW¼; S ½ of NW ¼; SW ¼ of NE ¼; S ½,	1	480.00
E ½; E ½ of W ½,	11	480.00
NE ¼; N ½ of NW ¼; SW¼ of NW¼; S ½,	13	600.00
SE ¼; W ½ of NE ¼,	23	240.00
N ½; SE ¼,	25	480.00

Township 23, *Range* 4.

NE ¼,	1	160.00
SE ¼ of SE ¼,	13	40.00

Township 16, *Range* 5.

NW ¼; W ½ of SW ¼,	7	268.00
Lots 4, 5, 6,	27	12.00
SW¼ of NW ¼; Lot 8,	29	65.00
NE ¼ of SW ¼,	31	40.00
Lot 2,	33	13.00

Township 17, *Range* 5.

Lots 2, 3,	27	1.00

Township 18, *Range* 5.

SW ¼ of SE ¼,	7	40.00
Lot 4,	13	11.00
NW ¼ of NW ¼,	15	40.00
SW ¼ of SE ¼,	17	40.00
SW ¼ of NW ¼; W ½ of SW ¼,	23	120.00

LANE COUNTY—Continued.

Township 18, *Range* 5—*Continued.*

	Section	Acres
SW ¼ of NW ¼,	25	40.00
NE ¼ of SE ¼,	27	40.00
SW ¼ of NW ¼,	29	40.00
E ½ of NE ¼,	33	80.00
NE¼ of SE¼; S½ of SE¼; Lots 4, 5, 6,	35	180.00

Township 19, *Range* 5.

N ½ of NE ¼; W ½; W ½ of SE ¼,	1	481.00
All,	5	630.00
All,	7	641.00
NW ¼ of NE ¼; NE ¼ of NW ¼; W ½ of W ½; SE ¼ of SW ¼; S ½ of SE ¼,	9	360.00
N ½ of NE ¼; SE ¼ of NE ¼; N ½ of SE ¼,	11	200.00
Lot 7,	13	2.00
W ½ of W ½; SE ¼ of SW ¼; SW ¼ of SE ¼,	15	240.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	17	600.00
All,	19	640.00
N ½; SW ¼; W ½ of SE ¼,	21	560.00
SW ¼ of NW ¼; SW ¼; W ½ of SE ¼,	27	280.00
All,	29	640.00
All,	31	645.00
All,	33	640.00

LANE COUNTY—Continued.

Township 20, *Range* 5.

	Section	Acres
All,	3	635.00
All,	5	644.00
E ½; N ½ of NW ¼; SE ¼ of NW ¼; S½ of SW ¼,	7	525.00
All,	9	640.00
W ½; Lots 2, 3, 4, 5,	11	412.00
Lots 1, 6; W ½ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼,	15	419.00
NE ¼; E ½ of NW ¼; S ½,	17	560.00
All,	19	648.00
N ½ of NE ¼; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	21	360.00
W ½ of NW ¼; SE ¼ of NW ¼; SW ¼; S ½ of SE ¼,	23	360.00
N ½; SW ¼; N ½ of SE ¼,	27	560.00
NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; SW ¼; NE ¼ of SE ¼,	29	480.00
All,	31	647.00
All,	33	640.00
All,	35	640.00

Township 21, *Range* 5.

N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	1	600.00
Lots, 2, 3, 4,	3	122.00
Lot 1,	5	41.00

LANE COUNTY—Continued.

Township 15, *Range* 6.

	Section	Acres
S ½ of N ½; S ½,	7	481.00
S ½ of NW ¼; S ½,	9	400.00
NE ¼ of NE ¼; S ½ of NW ¼; SW ¼,	15	280.00
All,	17	640.00
All,	19	644.00
All,	21	640.00
W ½ of NW ¼,	23	80.00
All,	27	640.00
All,	29	640.00
All,	31	637.00
All,	33	640.00
N ½ of N ½; SE ¼ of SE ¼,	35	200.00

Township 16, *Range* 6.

NW ¼ of NE ¼; W ½,	1	366.00
NE ¼ of NE ¼; S ½ of N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	3	483.00
E ½; N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼,	5	496.00
N ½; SW ¼; NW ¼ of SE ¼,	7	584.00
All,	9	640.00
NE ¼; E ½ of NW ¼; SW ¼ of SW ¼; NE ¼ of SW ¼; N ½ of SE ¼,	11	400.00
NE ¼; E ½ of NW ¼; SW ¼ of SW ¼; E ½ of SE ¼,	13	360.00
NW ¼ of NE ¼; S ½ of NE ¼; S ½,	15	440.00
E ½; N ½ of NW ¼; SW ¼ of SW ¼,	17	440.00

LANE COUNTY—Continued.

Township 16, *Range* 6—*Continued.*

	Section	Acres
All,	19	664.00
NW ¼; SE ¼ of SE ¼,	21	200.00
All,	23	640.00
E ½ of SE ¼,	25	80.00
N ½ of NE ¼; NW ¼; N ½ of SW ¼,	27	320.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	29	600.00
All,	31	654.00
SW ¼ of NW ¼; NW ¼ of SW ¼; S ½ of S ½,	33	240.00
All,	35	640.00

Township 17, *Range* 6.

N ½ of N ½; SW ¼ of NW ¼; N ½ of SW ¼; NW ¼ of SE ¼; Lots 2, 3, 4,	1	402.00
SW ¼,	3	160.00
N ½,	5	326.00
SE ¼ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; NE ¼ of SE ¼,	7	202.00
SE ¼ of NE ¼; S ½,	9	360.00
N ½; N ½ of SW ¼; E ½ of SE ¼,	11	480.00
Lots 2, 3,	13	86.00
N ½,	15	320.00
NW ¼ of NE ¼; E ½ of W ½; NW ¼ of SE ¼; Lot 2,	17	278.00
Lots 2, 3; W ½; NW ¼ of SE ¼,	19	391.00
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of		

LANE COUNTY—Continued.

Township 17, *Range* 6—*Continued.*

	Section	Acres
SE ¼; S ½ of SE ¼,	21	240.00
E ½ of SE ¼; Lots 4, 5, 6,	23	106.00
NW ¼ of NE ¼; E ½ of NW ¼; NW ¼ of SW ¼; Lots 2, 3, 4, 5, 6, 7,	29	258.00
NW ¼ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; N ½ of SW ¼; S ½ of SE ¼; SW ¼ of SW ¼,	31	365.00
E ½ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	35	200.00

Township 18, *Range* 6.

W ½ of NW ¼; Lot 7,	1	115.00
N ½; N ½ of S ½; SE ¼ of SE ¼,	3	570.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	5	668.00
S ½ of NE ¼; NW ¼; S ½,	7	584.00
NW ¼ of SW ¼; S ½ of SW ¼; SE ¼,	9	280.00
E ½; SE ¼ of NW ¼; E ½ of SW ¼,	11	440.00
NW ¼ of NE ¼; S ½ of NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼,	13	280.00
N ½ of NW ¼; SW ¼ of NW ¼; NW ¼ of SW ¼,	15	160.00
All,	17	640.00
All,	19	665.00
All,	21	640.00
Lots 3, 4; NE ¼ of SW ¼; S ½ of S ½,	23	248.00
N ½; N ½ of SW ¼; SW ¼ of SW ¼;		

LANE COUNTY—Continued.

Township 18, *Range* 6—*Continued.*

	Section	Acres
SE ¼,	25	600.00
All,	27	640.00
All,	29	640.00
All,	31	665.00
All,	33	646.00
W ½ of E ½; W ½; SE ¼ of SE ¼,	35	525.00

Township 19, *Range* 6.

All,	1	639.00
All,	3	637.00
All,	5	644.00
All,	7	638.00
N ½; SW ¼; S ½ of SE ¼,	9	560.00
N ½; N ½ of SW¼; SW¼ of SW ¼; E ½ of SE ¼,	11	520.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	640.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	640.00
All,	33	640.00
All,	35	640.00

LANE COUNTY—Continued.

Township 20, *Range* 6.

	Section	Acres
N ½; N ½ of SW ¼; SE ¼,	1	564.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	3	607.00
All,	5	640.00
All,	7	686.00
All,	9	640.00
N ½ of NE ¼; SW ¼ of NE ¼; E ½ of W ½; SW ¼ of SW ¼; SE ¼,	11	480.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; N ½ of SE ¼,	19	360.00
All,	21	640.00
All,	23	640.00
N ½,	25	320.00

Township 15, *Range* 7.

S ½ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SE ¼; Lots 2, 3,	7	315.00
S ½ of N ½; S ½,	9	480.00
S ½ of N ½; S ½,	11	480.00
All,	13	612.00
All,	15	640.00
All,	17	640.00
All,	19	683.00
All,	21	640.00

LANE COUNTY—Continued.

Township 15, *Range* 7—*Continued.*

	Section	Acres
All,	23	640.00
All,	25	639.00
All,	27	640.00
All,	29	640.00
All,	31	758.00
NW ¼; Lots 1 to 12, inclusive,	33	549.00
NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼; Lot 2,	35	366.00

Township 16, *Range* 7.

All,	1	614.00
S ½; Lots 1, 2, 3, 4,	3	513.00
SE ¼; N ½ of SW ¼; SE ¼ of SW ¼; Lots 1, 2, 3, 4,	5	388.00
N ½ of NW ¼; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	7	377.00
NE ¼; SE ¼ of NW ¼; N ½ of SE ¼,	11	280.00
All,	13	640.00
Lots 1 to 12, inculsive,	15	562.00
S ½,	19	329.00
All,	21	774.00
All,	23	628.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
NE ¼; S ½,	31	489.00
All,	33	753.00
All,	35	627.00

LANE COUNTY—Continued.

Township 17, *Range* 7.

	Section	Acres
N ½; SW ¼,	1	480.00
All,	3	640.00
All,	5	617.00
All,	7	642.00
All,	9	640.00
All,	11	640.00
SW ¼ of NW ¼; S ½,	13	360.00
All,	15	640.00
All,	17	640.00
NW ¼ of NE ¼; NW ¼; S ½ of S ½,	19	362.00
All,	21	640.00
N ½ of N ½; SE ¼ of NE ¼; SW ¼ of NW ¼,	23	240.00
NE ¼; S ½,	25	480.00
NW ¼ of NW ¼; S ½ of SW ¼; SE ¼,	27	280.00
E ½ of NE ¼; W ½ of W ½; SE ¼,	29	400.00
NE ¼; W ½,	31	482.00
All,	33	640.00
All,	35	640.00

Township 18, *Range* 7.

All,	1	696.00
N ½; SE ¼,	3	533.00
N ½,	7	313.00
All,	9	640.00
NE ¼ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	11	480.00
All,	13	640.00

LANE COUNTY—Continued.

Township 18, *Range* 7—*Continued.*

	Section	Acres
All,	15	640.00
All,	17	640.00
All,	19	633.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	638.00
All,	33	640.00
All,	35	640.00

Township 19, *Range* 7.

All,	1	641.00
All,	3	646.00
Lots 1, 4; SE ¼ of NE ¼; S ½,	5	402.00
E ½; Lots 1, 2, 3, 4,	7	391.00
All,	9	630.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
NE ¼; Lot 1,	19	182.00
Lots 1, 2, 6, 7, 8, 9, 10, 11, 12; 15; 16;	21	428.00
All,	23	640.00
N ½ of NE ¼; S ½ of SE ¼,	25	160.00
All,	27	640.00
All,	35	640.00

LANE COUNTY—Continued.

Township 20, *Range* 7.

	Section	Acres
All,	1	727.00
All,	3	746.00
All,	11	640.00
N ½,	13	320.00
N ½ of NE ¼,	15	80.00

Township 15; *Range* 8.

S ½ of N ½; S ½,	7	468.00
SW ¼ of NE ¼; S ½ of NW ¼; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	9	400.00
S ½ of N ½; S ½,	11	480.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	622.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	627.00
All,	33	640.00
All,	35	640.00

Township 16, *Range* 8.

All,	1	656.00
All,	3	681.00
All,	5	729.00
E ½; SE ¼ of SW ¼; Lots 1, 2, 3, 4,	7	456.00

LANE COUNTY—Continued.

Township 16, *Range* 8—*Continued.*

	Section	Acres
All,	9	640.00
All,	11	640.00
All,	13	656.00
All,	15	651.00
All,	17	640.00
NE ¼ of NE ¼; NE ¼ of NW ¼; NE ¼ of SE ¼; S ½ of SE ¼; Lots 1, 2, 3,	19	303.00
All,	21	640.00
All,	23	640.00
All,	25	659.00
All,	27	656.00
NE ¼; NE ¼ of NW ¼; S½ of NW ¼; S ½,	29	600.00
E ½,	31	320.00
All,	33	640.00
N ½; NW ¼ of SE ¼,	35	360.00

Township 17, *Range* 8.

All,	1	644.00
N ½; NW ¼ of SW ¼; S ½ of SW ¼; SW ¼ of SE ¼,	3	485.00
All,	5	646.00
E ½; N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼,	9	480.00
All,	11	640.00
All,	13	640.00
N ½; SE ¼,	17	480.00
All,	21	640.00

LANE COUNTY—Continued.

Township 17, *Range* 8—*Continued.*

	Section	Acres
All,	23	640.00
All,	25	640.00
All,	27	640.00
E ½ of E ½,	33	160.00
All,	35	640.00

Township 18, *Range* 8.

NW ¼ of NE ¼; NW ¼; W ½ of SW ¼,	1	281.00
All,	3	642.00
All,	9	640.00
N ½; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	11	600.00
S ½ of NE ¼; W ½ of NW ¼; E ½ of SW ¼; SE ¼,	13	400.00
N ½; S ½ of SW ¼; NE¼ of SE¼,	15	440.00
W ½; NE ¼,	17	480.00
All,	19	636.00
NE ¼; W ½ of NW ¼; SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	21	520.00
SE ¼ of NE ¼; SW ¼ of NW ¼; S ½,	23	400.00
All,	25	640.00
All,	27	640.00
W ½ of NE ¼; NW ¼; S ½,	29	560.00
All,	31	640.00
All,	33	640.00
N ½; SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	35	600.00

LANE COUNTY—Continued.

Township 19, *Range* 8.

	Section	Acres
All,	1	844.00
Lots 10, 11; W ½ of SE ¼,	3	160.00
All,	5	785.00
N ½ of N ½; SE ¼ of NE ¼; SE ¼ of SE ¼,	11	240.00
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SE ¼,	13	320.00

Township 15, *Range* 9.

E ½; SE ¼ of NW ¼; E ½ of SW ¼,	13	440.00
E ½; E ½ of W ½,	25	480.00

Township 18, *Range* 9.

SE ¼,	23	160.00
All,	25	640.00
S ½ of SE ¼,	33	80.00
All,	35	640.00

Township 19, *Range* 9.

	Section	Acres
SW ¼; Lots 1 to 11, inclusive,	1	585.00
Lots 1, 2, 3, 4; NE ¼ of SW ¼; SE ¼,	3	353.00

Total, Lane County, 299,606.00

DOUGLAS COUNTY.

South of Base Line and West of Willamette Meridian.

Township 23, *Range* 1.

	Section	Acres
SW ¼,	35	160.00

Township 24, *Range* 1.

S ½ of NE ¼; SE ¼ of NW ¼; S½,	1	440.00
All,	3	640.60
NE ¼ of SE ¼; S ½ of SE ¼,	5	120.00
Lots 1 to 20, inclusive; SE ¼,	7	913.08
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
Lots 1 to 20, inclusive; E ½,	19	1,144.45
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
Lots 1 to 20, inclusive; E ½,	31	1,198.15
All,	33	640.00
All,	35	640.00

Township 25, *Range* 1.

All,	1	641.84
All,	3	642.48
All,	5	643.68
Lots 1 to 20, inclusive; E ½,	7	1,085.04
All,	9	640.00

DOUGLAS COUNTY—Continued.

Township 25, *Range* 1—*Continued.*

	Section	Acres
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
Lots 11, 12, 13, 14, 16, 17, 18, 19, 20; SE ¼,	19	511.61
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
Lots 1 to 20, inclusive; E ½,	31	1,088.60
All,	33	640.00
All,	35	640.00

Township 30, *Range* 1.

All,	1	639.52
All,	7	639.58
NE ¼; SW ¼; N ½ of SE ¼,	9	400.00
All,	11	640.00
All,	13	640.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	15	600.00
All,	17	640.00
All,	19	641.12
All,	21	640.00
All,	27	640.00
All,	29	640.00
All,	31	640.26

DOUGLAS COUNTY—Continued.

Township 30, *Range* 1—*Continued.*

	Section	Acres
All,	33	640.00
All,	35	640.00
Township 31, *Range* 1.		
All,	5	633.62
N ½ of NE ¼; W ½ of NW ¼; SW ¼; N ½ of SE ¼,	7	392.48
SW ¼,	17	160.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	19	595.71
N ½; SE ¼,	21	480.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	29	600.00
All,	31	640.00
NE ¼ of NE ¼; S ½ of NE ¼; S ½	33	440.00
Township 32, *Range* 1.		
Lots 1, 2, 3, 4, 5, 6, 12,	1	199.80
Lots 1 to 16, inclusive; S ½,	3	872.86
Lots 1 to 12, inclusive; S ½,	5	825.02
All,	7	616.64
All,	9	640.00
W ½,	11	320.00
All,	15	640.00
All,	17	640.00
N ½,	19	306.71
NE ¼ of NE ¼,	21	40.00
Township 23, *Range* 2.		
NW ¼ of SW ¼; SE ¼,	33	200.00
S ½,	35	320.00

DOUGLAS COUNTY—Continued.

Township 24, *Range* 2.

	Section	Acres
All,	1	638.40
All,	3	639.40
All,	11	640.00
All,	13	640.00
E ½,	15	320.00
All,	23	640.00
All,	25	640.00
All,	33	638.68
All,	35	640.00

Township 25, *Range* 2.

Lots 1 to 20, inclusive; S ½,	1	1,036.32
Lots 1 to 20 inclusive; S ½,	3	1,065.48
Lots 1 to 20, inclusive; S ½,	5	1,067.60
All,	7	510.56
All,	9	640.00
SW ¼,	11	160.00
NW ¼ of NW¼; SE ¼ of SW ¼; SW ¼ of SE ¼,	13	120.00
All,	15	640.00
All,	17	640.00
All,	19	533.12
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	612.37

DOUGLAS COUNTY—Continued.

Township 25, *Range* 2—*Continued.*

	Section	Acres
All,	33	617.48
All,	35	626.04

Township 26, *Range* 2.

All,	1	642.84
All,	3	638.84
All,	5	635.18
All,	7	636.80
All,	9	640.00
All,	11	640.00
All,	13	640.00
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; S ½,	15	600.00
N ½ of NE ¼; SE ¼ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; SE ¼ of SE ¼,	17	440.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ½; S ½,	23	600.00
All,	25	640.00
SE ¼,	35	160.00

Township 27, *Range* 2.

All,	1	647.60
N ½; NW ¼ of SW ¼; SE ¼ of SW ¼; S ½ of SE ¼,	3	488.82
All,	5	649.34
NW ¼,	7	156.80

DOUGLAS COUNTY—Continued.

Township 30, *Range* 2.

	Section	Acres
All,	13	640.00
S ½,	15	320.00
E ½,	21	320.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
NE ¼ of NE ¼; S ½ of NE ¼; S ½ of NW ¼; S ½,	33	520.00
All,	35	640.00

Township 31, *Range* 2.

W ½ of SW ¼,	1	361.35
NE ¼ of NE ¼; NW ¼,	3	201.06
SW ¼,	9	160.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	11	520.00
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	13	520.00
SE ¼,	15	160.00
All,	23	640.00
E ½; N ½ of NW ¼; S ½ of SW ¼,	25	480.00

Township 24, *Range* 3.

W ½ of NE ¼; W ½,	5	408.34
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼;		

DOUGLAS COUNTY—Continued.

Township 24, Range 3—Continued.

	Section	Acres
All,	7	633.00
W ½ of W ½	9	160.00
E ½ of NE ¼; NW ¼ of SE ¼; S ½ of SE ¼,	15	200.00
E ½ of NE ¼; W ½ of SE ¼,	17	160.00
W ½,	19	317.28
SE ¼ of NW ¼; N ½ of SW ¼,	21	120.00
NW ¼ of NW ¼,	23	40.00
N ½ of N ½; SW ¼ of NE ¼; SE ¼ of NW ¼; S ½ of SE ¼,	31	321.23

Township 25, Range 3.

SW ¼ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼,	3	157.18
S ½ of SE ¼,	5	80.00
E ½; E ½ of W ½; SW ¼ of SW ¼,	7	510.52
NW ¼; SW ¼ of SW ¼,	9	200.00
All,	13	640.00
W ½,	17	320.00
All,	19	630.51
NE ¼; S ½,	23	480.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
SW ¼ of NE ¼; S ½ of NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	31	197.99
All,	33	640.00
All,	35	640.00

DOUGLAS COUNTY—Continued.

Township 26, *Range* 3.

	Section	Acres
E ½; N ½ of NW ¼; SE ¼ of NW ¼; S ½ of SW ¼,	1	521.54
N ½ of NE ¼; NW ¼,	3	233.98
SE ¼ of SW ¼; SE ¼,	9	200.00
S ½,	11	323.32
All,	13	643.60
All,	15	640.00
E ½ of NE ¼; NE ¼ of SE ¼,	21	120.00
All,	23	640.00
All,	25	640.00
N ½; NE ¼ of SW ¼; N ½ of SE ¼,	27	440.00
NE ¼ of SE ¼; S ½ of SE ¼,	33	120.00
All,	35	640.00

Township 27, *Range* 3.

N ½; E ½ of SW ¼; SE ¼,	1	554.44
W ½ of NE ¼; E ½ of NW ¼; S ½ of SW ¼; SE ¼,	3	401.42
NE ¼; E ½ of NW ¼; S ½,	7	561.90
All,	9	648.00
Lots 4, 5, 6, 9, 11, 12, 13, 14, 15, 16,	11	407.79
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	635.20
All,	21	640.00
E ½; W ½ of W ½,	23	480.00

DOUGLAS COUNTY—Continued.

Township 27, *Range* 3—*Continued.*

	Section	Acres
All,	25	640.00
W ½ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; SE ¼,	27	520.00
All,	29	640.00
All,	31	687.99
E ½; SE ¼ of NW ¼; E ½ of SW ¼,	35	440.00

Township 28, *Range* 3.

	Section	Acres
NW ¼,	19	152.80
SW¼,	31	160.00

Township 29, *Range* 3.

All,	1	631.89
All,	3	591.12
All,	5	572.88
All,	7	606.56
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16,	9	616.11
All,	11	640.00
All,	13	640.00
Lots 1, 2, 3, 5, 6, 7, 9, 10, 11, 13, 15, 16,	15	492.03
N ½; NW ¼ of SE ¼; SE ¼ of SE ¼,	17	400.00
NE ¼ of NE ¼; S ½ of NE ¼; SE ¼ of NW ¼; S ½,	21	480.00
All,	23	640.00
All,	25	640.00
All,	27	624.48

DOUGLAS COUNTY—Continued.

Township 29, *Range* 3—*Continued.*

	Section	Acres
All,	29	640.00
All,	31	634.23
Lots 1, 3, 4, 5, 6, 7, 8, 9, 10, 14, 15, 16,	33	490.22
All,	35	640.00

Township 30, *Range* 3.

Lots 1, 2, 3, 4; S ½,	1	398.72
Lots 1, 2, 3, 4; S ½,	3	401.00
Lots 1, 2, 5; NE ¼ of SE ¼; S ½ of S ½,	5	251.34
Lots 1, 2, 3, 4, 5, 6; E ½ of SW ¼; SE ¼,	7	449.54
All,	9	625.20
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	19	401.63
All,	21	640.00
All,	23	640.00
NE ¼ of NE ¼; S ½ of NE ¼; SE ¼ of NW ¼; S ½,	25	480.00
N ½; N ½ of SW ¼,	27	400.00
N ½ of NE ¼; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9; S ½ of S ½,	29	343.88
All,	31	598.74
N ½ of NE ¼; NW ¼; S ½,	33	493.56
NE ¼; S ½ of NW ¼; S ½,	35	495.80

DOUGLAS COUNTY—Continued.

Township 31, *Range* 3.

	Section	Acres
All,	1	799.73
All,	3	806.20
All,	5	814.78
All,	7	654.84
All,	9	610.26
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	657.28
All,	21	609.09
All,	23	640.00
All,	25	640.00
All,	27	640.00
All	29	640.00
Lots 1, 2, 3,	31	128.40
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	33	600.00
All,	35	640.00

Township 32, *Range* 3.

All,	3	640.00
All,	5	640.00
All,	7	644.18
All,	9	640.00
All,	11	640.00
All,	15	640.00
All,	17	640.00

DOUGLAS COUNTY—Continued.

Township 21, *Range* 4.

	Section	Acres
S ½ of NW ¼; S ½,	5	400.00
All,	7	642.20
NE ¼ of NE ¼; NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	17	280.00
W½ of NE ¼; E ½ of NW ¼; NW ¼ of SE ¼,	19	200.00
SW ¼; N ½ of SE ¼,	21	240.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	27	600.00
N ½ of SW ¼,	29	80.00
N ½ of SW ¼; SW ¼ of SW ¼; S ½ of SE ¼,	31	204.04
E ½; S ½ of SW ¼,	33	400.00
NW ¼; W ½ of SW ¼,	35	240.00

Township 22, *Range* 4.

SW ¼,	3	160.00
NE ¼ of NE ¼; S ½ of N ½; W ½ of SW ¼; SE ¼ of SE ¼,	5	316.24
All,	7	677.44
E ½; N ½ of NW ¼; S ½ of SW ¼,	9	480.00
W ½ of W ½,	11	160.00
All,	15	640.00
NE ¼ of SW ¼; NW ¼ of SE ¼,	17	80.00
N ½; N ½ of SW ¼; SE ¼,	21	560.00
E ½ of SW ¼; E ½ of NE ¼; NW ¼,	23	320.00
S ½ of NW ¼; SW ¼,	27	240.00

DOUGLAS COUNTY—Continued.

Township 22, Range 4—Continued.

	Section	Acres
SE ¼ of NE ¼; N ½ of S ½,	29	200.00
W ½ of NW ¼,	31	99.60
S ½ of SE ¼,	33	80.00
N ½; N ½ of SW ¼; SE ¼,	35	560.00

Township 23, Range 4.

NW ¼; SE ¼; N ½ of SW ¼; SE ¼ of SW ¼,	1	440.62
N ½ of NW ¼; S ½ of SW ¼,	3	160.06
NE ¼ of NE ¼; S ½ of S ½; NW ¼ of SE ¼,	7	239.52
NW ¼ of NE ¼; S ½ of NE ¼; E ½ of NW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	9	320.00
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼ of SE ¼,	11	160.00
NE ¼; S ½ of NW ¼; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	13	520.00
SE ¼ of SE ¼,	15	40.00
All,	17	640.00
NE ¼; S ½ of NW ¼; N ½ of SW ¼; SW ¼ of SW ¼,	19	366.69
All,	23	640.00
All,	27	640.00
NE ¼ of SW ¼; SW ¼ of SW ¼; N ½ of NW ¼; SE ¼ of NW ¼,	29	200.00
S ½,	33	320.00
All,	35	647.75

DOUGLAS COUNTY—Continued.

Township 24, Range 4.

	Section	Acres
All,	1	651.91
All,	3	636.40
SW ¼ of NE ¼; W ½ of SE ¼; Lots 3, 4, 5, 6, 7,	5	307.53
N ½; N ½ of SW ¼; SW ¼ of SW ¼; SE ¼,	9	600.00
All,	11	641.32
All,	13	636.52
E ½ of NE ¼; W ½ of NW ¼; Lots 4, 5,	15	198.00
S ½ of SE ¼; Lot 4,	23	94.50
N ½; NW ¼ of SW ¼; SE ¼,	25	520.00
NE ¼; S ½ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼,	29	360.00
SE ¼,	33	160.00
W ½ of NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; SW ¼,	35	360.00

Township 25, Range 4.

N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	3	366.26
SE ¼ of SW ¼,	11	40.00
S ½ of NE ¼; SE ¼,	13	240.00
NW ¼ of NW ¼; S ½ of NW ¼; SW ¼; Lots 3, 5,	17	329.34
NE ¼ of NE ¼; S ½ of NE ¼; S ½ of S ½; NE ¼ of SE ¼,	19	319.79
S ½ of SW ¼,	21	80.00

DOUGLAS COUNTY—Continued.

Township 25, Range 4—Continued.

	Section	Acres
All,	23	640.00
N ½; W ½ of SW ¼; E ½ of SE ¼,	25	480.00
All,	27	640.00
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼ of NW¼; NW ¼ of SW ¼; S ½ of SW ¼; SE ¼,	29	440.00
All,	35	640.00

Township 26, Range 4.

N ½ of NE ¼,	3	80.80
Lot 5,	7	46.83
Lots 9, 10,	17	11.56
SW ¼ of SW ¼,	23	40.00
NW ¼ of SE ¼,	35	40.00

Township 27, Range 4.

Lots 3, 4; W ½ of W ½,	1	217.42
NE ¼ of NE ¼; Lot 2,	7	43.96
E ½ of NE ¼; NW ¼ of NW ¼; SW ¼ of SW ¼; SW ¼ of SE ¼,	11	200.00
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; N ½ of S ½; SW ¼ of SW ¼,	13	480.00
NE ¼ of NE ¼; SW ¼ of SE ¼,	21	80.00
NE ¼ of NE ¼; S ½ of NE ¼; E ½ of SE ¼,	23	200.00
All,	25	640.00
NW ¼ of NE ¼; SE ¼ of NE ¼; S ½ of NW ¼; N ½ of SW ¼; Lots 1, 2,	29	294.14

DOUGLAS COUNTY—Continued.

Township 27, *Range* 4—*Continued.*

	Section	Acres
NW ¼ of NW ¼; NE ¼ of SE ¼; Lot 8,	31	96.50
N ½ of NE ¼; SE ¼ of NE ¼,	33	120.00
SW ¼,	35	160.00

Township 28, *Range* 4.

All,	1	658.36
S ½ of N ½; S ½; Lot 1,	3	524.04
Lots 1, 2, 3, 4; SW ¼; E ½ of SE ¼,	5	286.52
NE ¼ of NE ¼; SE ¼ of NW ¼; Lots 1, 2; E ½ of SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	7	360.80
All,	9	640.00
All,	11	640.00
N ½ of NE ¼; SE ¼ of NE ¼; SW ¼ of SW ¼; NW ¼; NW ¼ of NW ¼ of SW ¼; S ½ of NW ¼ of SW ¼; SE ¼,	13	510.00
N ½; SW ¼; Lots 1, 2, 3, 4, 5,	15	602.20
NE ¼; S ½,	17	480.00
E ½; N ½ of NW ¼; S ½ of SW ¼,	19	481.13
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼; W ½ of SE ¼ of SE ¼,	21	620.00
S ½ of SW ¼ of SE ¼; SE ¼ of SE ¼,	23	60.00
All,	25	640.00
W ½ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼; SE ¼ of NW ¼ of SE ¼,	27	330.00
E ½ of NE ¼; NW ¼; W ½ of SW ¼,	29	320.00

DOUGLAS COUNTY—Continued.

Township 28, *Range* 4—*Continued.*

	Section	Acres
NW ¼; S ½,	31	480.32
W ½ of E ½; W ½,	33	480.00
All,	35	640.00

Township 29, *Range* 4.

S ½ of NW ¼; SW ¼; Lots 1, 2, 3, 4, 5, 6,	1	527.51
Lots 1 to 16, inclusive,	3	721.38
SW ¼ of NW ¼; E ½ of SE ¼; Lots 3, 4,	5	196.14
NW ¼ of NE ¼; NW ¼ of NW ¼; E ½ of W ½; W ½ of SE ¼,	7	319.12
Lots 1 to 16, inclusive,	9	612.64
All,	11	650.64
All,	13	640.00
N ½; SW ¼; N ½ of SE ¼,	15	560.00
SW ¼ of NE ¼; N ½ of SW ¼; NW ¼ of SE ¼; Lots 1 to 10, inclusive,	17	493.94
NE ¼; N ½ of NW ¼; E ½ of SE ¼; Lot 3,	19	358.60
SE ¼ of SW ¼; S ½ of SE ¼; Lots 1, 3, 4, 5, 6,	21	268.05
SW ¼ of SW ¼; SE ¼; Lot 4,	23	249.74
E ½ of E ½; NW ¼; W ½ of SW ¼,	25	400.00
All,	27	640.00
S ½ of SW ¼; SE ¼,	29	240.00
N ½ of NE ¼; SW ¼ of NW ¼; Fractional W ½ of NW ¼ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼,	31	248.80

DOUGLAS COUNTY—Continued.

Township 29, *Range* 4—*Continued*

	Section	Acres
All,	33	640.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	35	600.00

Township 30, *Range* 4.

Lots 1, 4, 9,	1	64.00
Lots 2, 3, 4, 5, 6, 7, 10, 11, 12, 14, 15,	3	510.41
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 16,	5	635.58
Lots 1, 2, 7, 8,	7	118.19
Lots 2, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16,	11	433.49
Lots 1, 2, 3, 4, 5, 6,	13	223.20
Lots 1, 2, 7, 8, 9, 15, 16,	15	267.45
Lots 10, 11, 14, 15,	17	118.94
Lots 7, 8, 9, 10, 11, 14, 15, 16,	19	303.56
Lots 2, 3, 4, 6, 15,	21	199.08
Lots 13, 14, 15, 16,	23	161.95
Lots 1, 2, 4, 5, 7, 8,	25	143.05
All,	27	640.00
All,	29	625.27
NE ¼; E ½ of NW ¼; Lots 1, 2, 3, 4, 5, 6	31	369.36
N ½; Lots 1, 2, 3, 4,	33	368.20
W ½ of NE ¼; NW ¼; Lots 1, 2, 3, 4, 5, 6,	35	357.61

Township 31, *Range* 4.

All,	1	825.16
All,	3	824.08
All,	5	811.08

DOUGLAS COUNTY—Continued.

Township 31, *Range* 4—*Continued.*

	Section	Acres
All,	7	631.96
All,	9	622.88
All,	11	631.64
All,	13	640.00
All,	15	640.00
All,	17	620.00
All,	19	631.68
All,	21	627.56
All,	23	631.20
All,	25	640.00
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; SW ¼ of SW ¼; E ½ of SE ¼,	27	400.00
All,	29	613.55
All,	31	644.49
E ½ of NE ¼; W ½ of NW ¼; NW ¼ of SW ¼; NE ¼ of SE ¼,	33	240.00
All,	35	632.80

Township 32, *Range* 4.

E ½ of NE ¼; S ½,	1	400.00
N ½; Lots 1, 2, 3, 4, 5, 6, 7, 8,	3	636.08
N ½ of N ½; S ½ of S ½,	5	320.00
E ½ of E ½; SW ¼ of SE ¼; Lot 1,	7	239.40
All,	9	566.04
All,	11	638.92
All,	13	640.00
All,	15	640.00
E ½; E ½ of NW ¼; Lots 1, 2, 3,	17	442.39

DOUGLAS COUNTY—Continued.

Township 32, Range 4—Continued.

	Section	Acres
All,	19	475.30
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
E ½ of E ½; E ½ of W ½ of NE ¼; W ½ of E ½ of NW ¼; W ½ of NW ¼; SW ¼; E ½ of SW ¼ of SE ¼,	29	500.00
All,	31	692.98
E ½ of NE ¼; E ½ of NW ¼ of NE ¼; NW ¼ of NW ¼; Lots 3, 4, 6, 7, 9, 10, 11, 13, 17,	33	406.13

Township 33, Range 4.

S ½ of N ½; SW ¼; N ½ of SE ¼; Lots 1, 2, 3, 4,	5	515.68
All,	7	632.96

Township 21, Range 5.

Lot 1; S ½ of N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	3	480.54
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼,	5	281.96
All,	7	646.20
NW ¼ of NE ¼; SE ¼ of NE ¼; E ½ of NW ¼; W ½ of SE ¼; E ½ of SW ¼,	18	320.00
All,	19	650.20
NW ¼ of NW ¼,	21	40.00
S ½ of NE ¼; E ½ of NW ¼; NE ¼ of		

375

DOUGLAS COUNTY—Continued.

Township 21, *Range* 5—*Continued.*

	Section	Acres
SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	25	320.00
E ½ of NE ¼; NE ¼ of SW ¼,	27	120.00
E ½ of NW ¼; NE ¼ of SW ¼,	29	120.00
W ½ of NW ¼,	33	80.00

Township 22, *Range* 5.

All,	1	633.99
SW ¼ of NE ¼; Lots, 1, 2, 3; S ½ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	3	396.37
NW ¼ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; NW ¼ of SW ¼,	5	205.40
W ½ of NE ¼; NW ¼; W ½ of SW ¼,	7	338.31
All,	11	640.00
E ½ of NE ¼,	13	80.00
N ½; NE ¼ of SW ¼; N ½ of SE ¼,	15	440.00
SE ¼ of NE ¼,	19	40.00
E ½ of SE ¼,	23	80.00
NE ¼ of NE ¼; S ½ of N ½; S ½,	25	520.00
NW ¼ of NE ¼; S ½ of N ½; SE ¼; NE ¼ of SW ¼,	27	397.66
SE ¼ of SW ¼; SW ¼ of SE ¼,	29	80.00
NE ¼ of SE ¼,	31	40.00
W ½ of NE ¼; NW ¼,	33	240.00
N ½; Lot 1,	35	340.36

Township 23, *Range* 5.

N ½ of NE ¼; W ½; NW ¼ of SE ¼,	5	481.36

DOUGLAS COUNTY—Continued.

Township 23, Range 5—Continued.

	Section	Acres
W ½ of NE ¼; E ½ of NW ¼; W ½ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	7	353.75
E ½ of NE ¼; SE ¼,	13	240.00
W ½ of SW ¼,	17	80.00
N ½; SW ¼; N ½ of SE ¼,	19	546.70
SW ¼ of NW ¼,	21	40.00
S ½ of NW ¼; N ½ of SW ¼,	29	160.00
NW ¼ of NE ¼,	31	40.00

Township 24, Range 5.

SE ¼ of NW ¼; NE ¼ of SW ¼,	3	80.00
Lot 5,	29	28.41
SW ¼ of NW ¼; SW ¼; SW ¼ of SE ¼,	31	236.78
S ½ of SE ¼,	35	80.00

Township 25, Range 5.

NE ¼ of SW ¼; S ½ of SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	9	240.00
NE ¼ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼,	17	160.00
NE ¼ of SW ¼; S ½ of SE ¼,	23	120.00
NE ¼; S ½,	25	480.00
N ½; N ½ of SW ¼; SE ¼,	27	560.00
S ½ of NE ¼,	29	80.00
N ½ of NE ¼; NW ¼ of NW ¼,	35	120.00

Township 27, Range 5.

S ½ of SE ¼,	25	80.00

DOUGLAS COUNTY—Continued.

Township 28, Range 5.

	Section	Acres
NE ¼; S ½,	13	480.00
N ½ of NE ¼; NW ¼; SE ¼ of NE ¼,	23	280.00
E ½; NE ¼ of NW ¼; SW ¼ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼,	25	520.00
N ½ of NE ¼,	27	80.00
E ½ of NE ¼,	29	80.00
N ½ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; NE ¼ of SE ¼,	31	408.32
NW ¼ of SW ¼; S ½ of SW ¼,	33	120.00
NE ¼; E ½ of NW ¼; S ½,	35	560.00

Township 29, Range 5.

N ½ of NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	3	362.66
SE ¼ of NW ¼; N ½ of SW ¼,	5	120.00
NE ¼ of NE ¼; S ½ of NE ¼; SE ¼ of NW ¼; SE ¼;	9	320.00
N ½ of NW ¼; SW ¼ of NW ¼; NW ¼ of SW ¼; W ½ of SE ¼,	11	240.00
E ½ of NE ¼; W ½ of NW ¼,	15	160.00
E ½ of NE ¼; SE ¼,	17	240.00
N ½; W ½ of SW ¼,	21	400.00
SE ¼ of NE ¼; SW ¼ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	25	360.00
E ½ of NE ¼; W ½ of SE ¼; Lot 1,	29	199.53
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼,	31	418.72
E ½ of E ½,	35	160.00

DOUGLAS COUNTY—Continued.

Township 30, *Range* 5.

	Section	Acres
All,	1	654.10
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	3	623.36
Lots 1, 2, 3, 4; SE ¼,	9	311.20
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	11	600.00
NW ¼ of NE ¼; NW ¼; N ½ of SW ¼; Lots 1, 3,	13	308.50
N ½; NW ¼ of SW ¼; N ½ of SE ¼,	15	440.00
N ½; Lots 4, 5,	17	370.63
NE ¼ of NW ¼; S ½ of NW ¼; Lots 1, 5, 6,	19	192.75
NE ¼ of NE ¼; Lot 1,	21	49.20
S ½ of SE ¼,	25	80.00
Lot 7,	27	.57
Lot 1; W ½ of NW ¼; SE ¼ of SW ¼; S ½ of SE ¼,	29	217.32
SE ¼ of SE ¼,	31	40.00
S ½ of N ½; NE ¼ of NW ¼; S ½,	35	520.00

Township 31, *Range* 5.

All,	1	645.38
All,	3	715.22
E ½ of SE ¼ of SE ¼ of NE ¼; SW ¼ of NW ¼; NW ¼ of NE ¼ of SW ¼; S ½ of NE ¼ of SW ¼; NW ¼ of SW ¼; S ½ of SW ¼; S ½ of N ½ of SE		

DOUGLAS COUNTY—Continued.

Township 31, *Range* 5—*Continued.*

	Section	Acres
¼; E ½ of NE ¼ of NE ¼ of SE ¼; S ½ of SE ¼,	5	320.00
All,	7	638.66
All,	9	640.00
NW ¼ of NE ¼; NW ¼; S ½,	11	520.00
All,	13	640.00
All,	15	640.00
All,	17	664.32
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	35	640.00

Township 32, *Range* 5.

N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	1	600.00
E ½,	3	319.60
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	9	600.00
NW ¼; NW ¼ of SW ¼,	11	200.00
SW ¼ of NE ¼; SE ¼ of NW ¼; S½,	13	400.00
All,	17	640.00
N ½ of N ½,	19	165.86
E ½; N ½ of SW ¼; SE ¼ of SW ¼,	23	440.00
N ½,	25	320.00
W ½ of NE ¼; SE ¼,	27	240.00
E ½ of SW ¼; S ½ of SE ¼,	29	160.00

DOUGLAS COUNTY—Continued.

Township 32, Range 5—Continued.

	Section	Acres
NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼ of SW ¼; E ½ of SE ¼ of SW ¼,	35	280.00

Township 33, Range 5.

E ½; NE ¼ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼,	1	483.89
N ½; E ½ of SE ¼,	3	398.94
N ½; N ½ of S ½,	5	487.32
E ½ of E ½; N ½ of NW ¼; Lots 1, 2, 3,	11	332.43
N ½ of N ½; SW ¼ of NE ¼; SE ¼ of NW ¼,	13	240.00

Township 20, Range 6.

SW ¼ of NW ¼; SW ¼; S ½ of SE ¼,	19	282.58
S ½,	25	320.00
All,	27	640.00
All,	29	640.00
All,	31	643.01
N ½; E ½ of SW ¼; SE ¼,	33	560.00
N ½; N ½ of SW ¼; SE ¼,	35	560.00

Township 21, Range 6.

N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	1	606.40
All,	3	680.00
All,	5	729.02
All,	7	584.80
All,	9	640.00

DOUGLAS COUNTY—Continued.

Township 21, *Range* 6—*Continued.*

	Section	Acres
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	601.80
All,	21	640.00
All,	23	640.00
W ½,	25	316.64
All,	27	640.00
All,	29	640.00
All,	31	616.38
All,	33	640.00
NE ¼; N ½ of NW ¼,	35	240.00

Township 22, *Range* 6.

NW ¼ of NW ¼; S ½ of SW ¼; Lots 5, 6, 7,	1	167.74
All,	5	643.84
N ½ of NE ¼; NW ¼; NE ¼ of SW ¼,	7	265.04
N ½ of NE ¼,	11	80.00
Lots 3, 4; SE ¼ of SW ¼; SE ¼,	15	205.72
SE ¼ of NE ¼; S ½; Lot 3,	17	390.72
All,	19	633.25
All,	21	640.00
W ½ of NW ¼; SW ¼; S ½ of SE ¼,	23	320.00
W ½ of NE ¼,	25	80.00
All,	27	640.00

DOUGLAS COUNTY—Continued.

Township 22, Range 6—Continued.

	Section	Acres
All,	29	633.96
All,	31	664.80
All,	33	694.58
S ½ of NE ¼; S ½ of SW ¼; SE ¼,	35	320.00

Township 23, Range 6.

NW ¼ of NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; S ½ of SW ¼; SE ¼ of SE ¼,	1	280.88
All,	3	637.60
All,	5	655.56
All,	7	601.60
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	622.88
All,	21	640.00
N ½; W ½ of SW ¼; SE ¼,	23	560.00
N ½; SW ¼; NW ¼ of SE ¼,	25	520.00
All,	27	640.00
All,	29	640.00
All,	31	633.48
All,	33	640.00
All,	35	640.00

DOUGLAS COUNTY—Continued.

Township 24, *Range* 6.

	Section	Acres
NE ¼ of SW ¼; NW ¼ of SE ¼; SE ¼ of SE ¼,	1	120.00
All,	3	640.80
All,	5	635.40
All,	7	654.72
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	9	600.00
N ½ of NW ¼; S ½ of SE ¼,	11	160.00
N ½ of NE ¼; NE ¼ of NW ¼,	13	120.00
E ½ of NW ¼,	15	80.00
All,	17	640.00
Lots 2, 3, 4; SE ¼ of SW ¼; NW ¼ of SE ¼; NE ¼,	19	370.44
S ½ of SW ¼; SW ¼ of SE ¼,	21	120.00
W ½; SW ¼ of SE ¼,	27	360.00
All,	31	653.26
E ½ of W ½; NW ¼ of NW ¼; SW ¼ of SW ¼; SE ¼,	33	400.00
S ½ of SE ¼; SW ¼,	35	240.00

Township 25, *Range* 6.

NE ¼; S ½ of NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; NE ¼ of SE ¼,	3	404.65
NW ¼,	5	165.33
N ½; W ½ of SW ¼,	7	404.09
Lot 10,	15	2.00
SE ¼ of NW ¼; SW ¼ of SW ¼,	17	80.00

DOUGLAS COUNTY—Continued.

Township 25, Range 6—Continued.

	Section	Acres
Lots 2, 3,	21	1.20
Lots 1, 2, 3; S ½ of NE ¼; SE ¼ of NW ¼; SE ¼,	25	324.75
SE ¼ of SE ¼,	33	40.00

Township 26, Range 6.

N ½ of N ½; SE ¼ of NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; NE ¼ of SE ¼,	3	361.44
SE ¼ of SE ¼,	5	40.00
NW ¼ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; Lots 3, 4, 5, 6,	7	267.20
W ½ of NE ¼; SE ¼ of NW ¼; SW ¼,	9	280.00
NE ¼; E ½ of W ½; N ½ of SE ¼; SW ¼ of SE ¼; Lot 2,	17	445.86

Township 27, Range 6.

Lots 3, 4; E ½ of SE ¼,	7	96.27
NE ¼ of NE ¼; NE ¼ of NW ¼; W ½ of W ½; SE ¼ of SW ¼,	19	267.24

Township 28, Range 6.

S ½ of SE ¼; SW ¼,	25	240.00
NW ¼ of SE ¼; S ½ of SE ¼,	31	120.00
Lot 9,	33	21.50
Lot 4,	35	5.60

Township 29, Range 6.

N ½ of NE ¼; SW ¼ of NE ¼,	1	120.54
S ½ of NE ¼; N ½ of SE ¼; Lots 4, 5, 6, 7,	3	223.55
All,	5	645.80
E ½ of E ½; W ½ of W ½; SE ¼ of SW		

DOUGLAS COUNTY—Continued.

Township 29, Range 6—Continued.

	Section	Acres
¼; SW ¼ of SE ¼,	7	416.88
NE ¼ of NE ¼; W ½ of E ½; S ½ of SW ¼; Lots 1, 2, 3, 4, 5, 6, 7,	9	446.91
SW ¼; Lot 4,	11	195.32
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	13	600.00
NE ¼; SW ¼; Lot 3,	15	345.18
E ½ of E ½; NW ¼ of NW ¼; SW ¼ of SE ¼; Lots 1, 2, 3, 5,	17	309.80
NW ¼ of NE ¼; NW ¼; NW ¼ of SW ¼; SW ¼ of SE ¼,	19	292.87
E ½; Lots 1, 2, 3, 4, 5, 6, 7, 8,	21	492.05
NE ¼ of NE ¼; S ½ of N ½; NW ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	23	520.00
NW ¼ of NE ¼; SE ¼ of NE ¼; NW ¼; N ½ of SW ¼; E ½ of SE ¼,	25	400.00
NE ¼; E ½ of NW ¼; S ½,	27	560.00
NE ¼,	29	160.00
E ½,	33	320.00
N ½ of NW ¼; N ½ of SW ¼; S ½ of SE ¼,	35	240.00

Township 30, Range 6.

E ½ of E ½; W ½,	1	464.55
NE ¼; S ½,	3	470.39

DOUGLAS COUNTY—Continued.

Township 30, Range 6—Continued.

	Section	Acres
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	5	476.67
NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	7	622.80
N ½; SE ¼,	9	480.00
SW ¼ of NE ¼; W ½; NW ¼ of SE ¼,	11	400.00
NW ¼ of NW ¼; S ½ of SE ¼,	15	120.00
NW ¼ of NE ¼; SE ¼ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	19	495.20
NW ¼ of NE ¼; S ½ of NE ¼; NE ¼ of NW ¼; SW ¼ of NW ¼; W ½ of SW ¼; SE ¼,	21	440.00
SW ¼ of NW ¼,	23	40.00
SW ¼ of SW ¼; SE ¼ of SE ¼; Lot 5, N ½ of SE ¼; SW ¼ of NE ¼; NW ¼;	25	111.82
NW ¼ of SW ¼,	29	320.00
W ½ of NW ¼; SW ¼ of SW ¼,	31	131.90
SE ¼ of NE ¼,	35	40.00

Township 31, Range 6.

All,	1	646.02
All,	3	651.62
E ½ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	5	526.24
All,	7	665.76
All,	9	640.00

DOUGLAS COUNTY—Continued.

Township 31, *Range* 6—*Continued.*

	Section	Acres
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	666.34
All,	21	640.00
All,	23	640.00
N ½; SW ¼; SW ¼ of SE ¼,	25	520.00
S ½,	27	320.00
SE ¼ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼,	29	160.00
All,	31	664.00
S ½,	33	320.00

Township 32, *Range* 6.

N ½; N ½ of SE ¼,	3	394.14
All,	5	636.80
NW ¼,	13	160.00
NE ¼; NE ¼ of NW ¼; SW ¼ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	15	360.00
E ½,	17	320.00
NE ¼ of NW ¼; Lots 1, 2, 3, 4,	19	244.48
All,	21	640.00
NW ¼; SE ¼ of SW ¼; SW ¼ of SE ¼,	23	240.00
N ½ of NW ¼,	25	80.00
SE ¼ of NE ¼; SE ¼,	27	200.00
All,	29	640.00
Lot 1,	35	15.42

DOUGLAS COUNTY—Continued.

Township 33, *Range* 6.

	Section	Acres
N ½,	1	321.20
SE ¼ of SW ¼; SE ¼,	3	200.00
S ½ of SE ¼,	5	80.00
NW ¼ of NE ¼; S ½ of NE ½; NW ¼; S ½,	7	605.84
NW ¼ of SW ¼,	9	40.00

Township 19, *Range* 7.

NE ¼ of SE ¼; S ½ of SE ¼; Lot 4,	19	143.02
Lots 3, 4, 5, 13, 14,	21	197.06
All,	29	640.00
E ½; Lots 1, 2, 3, 4,	31	418.82
All,	33	631.60

Township 20, *Range* 7.

All,	5	773.98
E ½; Lots 1, 2, 3, 4,	7	371.98
All,	9	640.00
S ½,	13	320.00
S ½ of NE ¼; NW ¼; S ½,	15	560.00
All,	17	640.00
E ½; Lots 1, 2, 3, 4,	19	395.20
All,	21	640.00
All,	23	640.00
All,	25	640.00
N ½; SW ¼,	27	480.00
All,	29	640.00
E ½; Lots 1, 2, 3, 4,	31	423.58
All,	33	640.00
NE ¼; S ½,	35	480.00

DOUGLAS COUNTY—Continued.

Township 21, *Range* 7.

	Section	Acres
All,	1	789.60
All,	3	785.88
S ½ of SW ¼; N ½ of SE ¼; Lots 1 to 12, inclusive,	5	630.81
All,	7	600.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	610.60
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	629.98
All,	33	640.00
All,	35	340.00

Township 22, *Range* 7.

All,	1	668.88
S ½ of NE ¼; N ½ of SE ¼; SW ¼ of SE ¼; SE ¼ of NW ¼; E ½ of SW ¼; Lots 1 to 7, inclusive,	3	661.32
All,	5	645.13
NE ¼; E ½ of NW ¼; NE ¼ of SW		

DOUGLAS COUNTY—Continued.

Township 22, Range 7—Continued.

	Section	Acres
¼; N ½ of SE ¼; SE ¼ of SE ¼; Lots 1, 3, 4,	7	470.67
All,	9	631.97
NE ¼; S ½,	11	480.00
NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	13	440.00
E ½; NE ¼ of SW ¼,	15	360.00
NE ¼ of NE ¼; W ½ of NW ¼,	17	120.00
Lots 8, 9,	19	29.93
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	23	600.00
All,	25	582.56
All,	27	640.00
Lots 1, 2, 3,	31	17.52
Lots 1, 2, 7, 8; E ½ of SW ¼; NE ¼ of SE ¼,	35	293.14

Township 23, Range 7.

S ½ of N ½; S ½; Lots 1, 2, 3,	1	656.40
S ½ of NE ¼; N ½ of NW ¼; N ½ of SW ¼; NW ¼ of SE ¼,	3	281.26
Lots 2, 3,	7	49.10
Lots 7, 8,	9	41.70
Lots 4, 16,	11	76.13
All,	13	640.00
Lots 4, 5, 6; NE ¼ of SE ¼,	15	137.00
W ½ of W ½; Lots 1, 2, 3, 4, 5, 6,	17	358.97

DOUGLAS COUNTY—Continued.

Township 23, *Range* 7—*Continued.*

	Section	Acres
Lots 6, 7, 8, 9; NE ¼ of NW ¼; SW ¼ ¼ of NW ¼; NW ¼ of SW ¼,	19	289.06
NW ¼ of NE ¼; NW ¼ of NW ¼; SE ¼ of NW ¼; W ½ of SE ¼; SE ¼ of SE ¼; Lots 1, 3, 4,	21	352.95
Lots 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,	23	526.07
All,	25	640.00
Lots 5, 6, 7, 8, 10, 11,	27	133.17
S ½,	31	320.00
Lot 3; S ½ of SW ¼,	33	118.20
Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16,	35	482.95

Township 24, *Range* 7.

Lots 1, 4; SE ¼ of NE ¼; SW ¼ of NW ¼; E ½ of SE ¼,	1	235.67
Lots 9, 10, 11, 12,	3	146.05
SW ¼ of NW ¼; SW ¼; W ½ of SE ¼,	5	280.00
All,	7	661.52
Lots 1 to 12, inclusive, 14, 15, 16,	9	608.91
Lots 3, 4, 9; S ½ of NW ¼; SW ¼; SW ¼ of SE ¼,	11	386.32
Lots 1, 2, 3, 6, 7, 8; S ½ of SE ¼,	13	206.76
Lots 4, 5, 6, 7, 8, 9, 10, 11, 12; W ½ of SW ¼,	15	390.59
Lots 1, 2, 3, 4, 5, 6; SE ¼ of NW ¼; E ½ of SW ¼; N ½ of SE ¼; NE ¼,	17	600.60

DOUGLAS COUNTY—Continued.

Township 24, *Range* 7—*Continued.*

	Section	Acres
W ½ of NE ¼; NW ¼; S ½,	19	566.76
SE ¼ of SE ¼; Lots 1, 4, 5, 7, 11,	21	188.88
All,	23	639.52
All,	25	640.00
All,	27	609.96
NE ¼; NE ¼ of NW ¼; E ½ of SE ¼; Lots 4, 5,	29	322.60
W ½ of NW ¼; S ½ of SW ¼,	31	162.08
N ½ of NE ¼; SE ¼ of NW ¼; N ½ of S ½; Lots 1, 3, 4, 5, 6, 7,	33	494.56
All,	35	640.00

Township 25, *Range* 7.

All,	1	659.68
All,	3	649.96
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; SE ¼ of SW ¼; SE ¼ of SE ¼,	5	335.40
N ½ of NE ¼; Lots 1, 2, 3, 4, 7, 8, 11,	7	384.54
NE ¼; Lots 1, 2, 3, 4,	9	238.40
NE ¼; S ½ of NW ¼; S ½,	11	560.00
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; SW ¼,	13	440.00
N ½ of NE ¼; SE ¼ of NE ¼; N ½ of SE ¼; Lot 3,	15	213.33
All,	17	625.36
All,	19	640.64
Lots 5, 6; NE ¼ of SW ¼; NW ¼ of SE ¼; S ½ of S ½,	21	327.74

DOUGLAS COUNTY—Continued.

Township 25, Range 7—Continued.

	Section	Acres
E ½ of NE ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	23	160.00
SW ¼ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; Lot 6,	27	356.30
NE ¼ of NE ¼; S ½ of NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	29	400.00
E ½; E ½ of SW ¼,	31	400.00
Lots 1, 2, 3, 4, 5, 6, 7; SW ¼; NW ¼ of SE ¼,	33	491.74

Township 26, Range 7.

Lot 6,	3	4.90
All,	5	643.04
All,	7	646.02
NE ¼; S ½ of NW ¼; S ½,	9	560.00
S ½ of SW ¼; NE ¼ of SE ¼,	11	120.00
W ½ of NW ¼,	15	80.00
All,	17	640.00
All,	19	644.32
W ½ of NE ¼; W ½; NW ¼ of SE ¼; S ½ of SE ¼,	21	520.00
N ½ of NW ¼,	27	80.00
All,	29	640.00
All,	31	636.00
W ½,	33	320.00

Township 27, Range 7.

NE ¼; SE ¼ of SW ¼; W ½ of SE ¼,	5	278.72

DOUGLAS COUNTY—Continued.

Township 27, Range 7—Continued.

	Section	Acres
All,	7	633.60
SE ¼ of NW ¼; E ½ of SW ¼; SE ¼,	15	280.00
NE ¼; W ½,	17	480.00
All,	19	639.90
NE ¼; S ½,	23	480.00
NW ¼ of NE ¼; SW ¼ of NW ¼; N ½ of NW ¼,	25	160.00
N ½; SW ¼; W ½ of SE ¼,	27	560.00
N ½ of NW ¼,	31	82.48
NE ¼; E ½ of NW ¼; S ½ of SW ¼,	33	320.00

Township 29, Range 7.

All,	1	639.40
Lot 1; E ½ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	3	229.81
NE ¼ of NW ¼; S ½ of NW ¼; NW ¼ of SW ¼,	5	162.28
S ½ of NE ¼; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼; Lots 1, 4, 5,	9	458.67
All,	11	640.00
All,	13	640.00
All,	15	640.00
SE ¼ of NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	17	200.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	19	617.80
NE ¼; N ½ of SE ¼; SE ¼ of SE ¼,	21	280.00

DOUGLAS COUNTY—Continued.

Township 29, Range 7—Continued.

	Section	Acres
N ½; N ½ of SE ¼; SE ¼ of SE ¼; Lots 1, 2, 3, 4, 5, 6, 7,	27	598.68
NW ¼; N ½ of SW ¼,	29	240.00
All,	31	664.41
All,	33	640.00

Township 30, Range 7.

S ½ of NE ¼; N ½ of NW ¼; W ½ of SW¼; SE ¼ of SW ¼; SE ¼,	1	420.07
All,	3	643.08
Lots 1, 2, 4; S ½ of NE ¼; SW ¼ of NW ¼; SE ¼ of SW ¼; S ½ of SE ¼,	5	389.11
SW ¼ of NE ¼; W ½; NW ¼ of SE ¼; S ½ of SE ¼,	7	521.99
All,	9	640.00
N ½ of NE ¼; SE ¼ of NE ¼; W ½,	11	440.00
N ½; SE ¼,	13	480.00
All,	15	688.28
All,	17	640.00
All,	19	680.71
All,	21	640.00
All,	25	640.00
W ½ of E ½; W ½; SE ¼ of SE ¼,	27	520.00
All,	29	640.00
All,	31	681.60
N ½; N ½ of SE ¼; SE ¼ of SE ¼,	33	440.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	35	600.00

DOUGLAS COUNTY—Continued.

Township 31, *Range* 7.

	Section	Acres
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	1	605.69
NW ¼ of NE ¼; S ½ of N ½; NE ¼ of NW ¼; S ½,	3	560.00
S ½ of N ½; N ½ of SW ¼; SE ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	5	400.00
N ½; SW ¼; W ½ of SE ¼; W ½ of SE ¼ of SE ¼; N ½ of NE ¼ of SE ¼; SW ¼ of NE ¼ of SE ¼,	7	608.52
N ½ of NE ¼; SE ¼ of NE ¼; NW ¼ of SW ¼; S ½ of S ½; NE ¼ of SE ¼,	9	369.20
All,	11	649.20
All,	13	640.00
All,	15	640.00
E ½; N ½ of NW ¼; W ½ of SW ¼ of NW ¼; NE ¼ of SW ¼ of NW ¼; E ½ of SE ¼ of NW ¼; NW ¼ of SE ¼ of NW ¼; S ½ of SW ¼; E ½ of NE ¼ of SW ¼; W ½ of NW ¼ of SW ¼,	17	580.00
All,	19	686.40
All,	21	640.00
All,	23	640.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼,	25	440.00
All,	27	640.00
NW ¼; S ½,	29	480.00

DOUGLAS COUNTY—Continued.

Township 31, *Range* 7—*Continued.*

	Section	Acres
All,	31	647.68
All,	33	640.00
W ½ of NE ¼; S ½,	35	400.00

Township 32, *Range* 7.

All,	1	653.76
All,	3	657.52
N ½,	5	328.48
NE ¼; SE ¼ of NW ¼; S ½ of SW ¼; SW ¼ of SE ¼,	7	324.33
NE ¼; S ½,	9	480.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
NE ¼; NW ¼ of NE ¼ of NW ¼; SE ¼ of NW ¼; W ½ of NE ¼ of SW ¼; SE ¼ of SW ¼; NE ¼ of SE ¼; E ½ of NW ¼ of SE ¼; S ½ of SE ¼; Lots 2, 3, 4,	19	537.58
N ½; SW ¼; S ½ of SE ¼,	21	560.00
All,	23	640.00
N ½; SW ¼; W ½ of SE ¼,	25	560.00
E ½; E ½ of SW ¼,	27	400.00
S ½ of NE ¼; NW ¼ of NE ¼; NW ¼; S ½,	29	600.00
All,	31	642.40

DOUGLAS COUNTY—Continued.

Township 32, *Range* 7—*Continued.*

	Section	Acres
NW ¼ of NE ¼ of NW ¼; NW ¼ of NW ¼; S ½ of NW ¼; NW ¼ of NE ¼ of SW ¼; SW ¼ of NW ¼ of SW ¼; N ½ of NW ¼ of SW ¼; NW ¼ of SW ¼ of SW ¼; S ½ of NE ¼ of SE ¼; E ½ of SW ¼ of SE ¼; SE ¼ of SE ¼,	33	260.00
N ½; N ½ of S ½; SW ¼ of SE ¼; SW ¼ of SW ¼,	35	560.00

Township 33, *Range* 7.

Lots 3, 4; S ½ of N ½; S ½,	1	564.56
SW ¼ of NE ¼; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	3	320.00
All,	11	640.00
N ½,	18	320.00

Township 19, *Range* 8.

All,	7	777.16
W ½,	9	320.00
SW ¼ of SW ¼,	11	40.00
All,	15	640.00
All,	17	640.00
All,	19	776.80
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00

DOUGLAS COUNTY—Continued.

Township 19, *Range* 8—*Continued.*

	Section	Acres
All,	29	640.00
All,	31	779.58
All,	33	640.00
All,	35	640.00

Township 20, *Range* 8.

All,	1	640.39
All,	3	639.20
All,	5	639.30
All,	7	788.39
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
NE ¼ of NW ¼; SE ¼ of SW ¼,	17	80.00
E ½; Lots 1, 6, 7, 8, 9, 10, 11, 12,	19	634.05
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	778.59
All,	33	640.00
All,	35	640.00

Township 21, *Range* 8.

All,	1	637.99
All,	3	634.60

DOUGLAS COUNTY—Continued.

Township 21, *Range* 8—*Continued.*

	Section	Acres
All,	5	635.76
All,	7	789.80
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	793.60
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	797.04
All,	33	640.00
All,	35	640.00

Township 22, *Range* 8.

All,	1	724.92
Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 14, 15,	3	462.44
Lots 2, 3, 4, 5, 6, 9, 10; SW ¼ of NW ¼, N ½ of NW ¼; SW ¼ of NW ¼; NW ¼ of SW ¼;	5	257.06
Lots 3, 6, 7, 8, 9, 10, 11, SW ¼ of NW ¼; NW ¼ of SW ¼;	7	301.60
Lots 9, 10, 11, 12, 16,	9	180.79
Lots 1, 2, 3, 7, 8, 9, 10, 11, 14, 15 16	11	463.50
Lots 9, 10,	15	25.30

DOUGLAS COUNTY—Continued.

Township 22, Range 8—Continued.

	Section	Acres
Lots 1, 2, 3; N ½ of NE ¼; SW ¼ of NE ¼; W ½; W ½ of SE ¼,	17	566.77
All,	19	679.45
Lots 7, 14,	21	2.42
Lots 8, 9, 10, 11,	23	11.00
NE ¼; W ½ of NW ¼,	25	240.00
Lots 2 to 12, inclusive,	27	459.65
W ½ of W ½; Lots 1, 2, 3,	29	206.89
All,	31	692.69
Lot 1; S ½ of NE ¼; NW ¼; NE ¼ of SW ¼; S ½ of SW ¼,	33	395.20

Township 23, Range 8.

Lots 7, 9,	1	5.30
Lots 1, 2, 3; S ½ of N ½; S ½,	3	613.67
All,	5	669.48
E ½; Lots 7, 10, 11, 12,	7	473.41
All,	9	640.00
Lots 1, 5, 7; W ½ of W ½; SE ¼ of SW ¼; S ½ of SE ¼,	11	376.36
Lots 2, 3, 4; S ½ of N ½; S ½,	13	604.39
All,	15	640.00
All,	17	640.00
All,	19	772.00
All,	21	640.00
N ½ of N ½; SE ¼ of NW ¼; S ½,	23	520.00
SE ¼ of NE ¼; NW ¼ of NW ¼; SW		

DOUGLAS COUNTY—Continued.

Township 23, *Range* 8—*Continued.*

	Section	Acres
¼; S ½ of SE ,	25	320.00
All,	27	640.00
All,	29	640.00
All,	31	775.98
All,	33	640.00
All,	35	640.20

Township 24, *Range* 8.

All,	1	653.74
All,	3	650.46
All,	5	644.94
Lots 1, 2, 3, 4; E ½,	7	484.38
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
Lots 1, 2, 3, 4; E ½,	19	490.40
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
Lots 1, 2, 3, 4; E ½,	31	493.18
All,	33	640.00
All,	35	641.92

Township 25, *Range* 8.

All,	1	636.80

DOUGLAS COUNTY—Continued.

Township 25, Range 8—Continued.

	Section	Acres
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	33	640.00
All,	35	640.00

Township 26, Range 8.

SE ¼ of NE ¼; S ½ of NW ¼; SW ¼; NE ¼ of SE ¼; S ½ of SE ¼; Lots 3, 4,	1	477.75
All,	3	639.92
All,	5	642.40
All,	7	640.80
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	641.04
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	640.92

DOUGLAS COUNTY—Continued.

Township 26, *Range* 8—*Continued.*

	Section	Acres
All,	33	640.00
All,	35	640.00

Township 27, *Range* 8.

All,	1	633.84
All,	3	639.80
All,	5	639.68
All,	7	639.36
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	639.68
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	639.60
All,	33	640.00
All,	35	640.00

Township 29, *Range* 8.

E ½ of NE ¼; W ½ of NW ¼; NW ¼ ¼ of SW ¼; S ½ of SW ¼; SE ¼,	13	440.00
SE ¼,	15	160.00
SE ¼ of SE ¼,	17	40.00

DOUGLAS COUNTY—Continued.

Township 29, *Range* 8—*Continued.*

	Section	Acres
All	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
E ½; E ½ of SW ¼,	29	400.00
S ½ of N ½; S ½; Lots 1, 2, 3, 4,	31	607.73
All,	33	640.00
All,	35	640.00

Township 30, *Range* 8.

All,	1	606.20
All,	3	622.63
All,	5	644.72
All,	7	700.44
All,	9	640.00
All,	11	640.00
S ½ of N ½; S ½,	13	480.00
All,	15	640.00
All,	17	640.00
All,	19	704.00
All,	21	640.00
All,	23	640.00
E ½; N ½ of NW ¼; E ½ of SW ¼,	25	480.00
All,	27	640.00
All,	29	640.00
All,	31	707.74
All,	33	640.00
All,	35	640.00

DOUGLAS COUNTY—Continued.

Township 31, *Range* 8.

	Section	Acres
All,	1	639.96
All,	5	606.01
All,	7	744.84
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	751.84
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	743.20
All,	33	640.00
All,	35	640.00

Township 32, *Range* 8.

N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	1	600.80
All,	3	645.41
All,	5	653.08
All,	7	631.62
All,	9	640.00
All,	11	640.00
All,	13	640.00

DOUGLAS COUNTY—Continued.

Township 32, *Range* 8—*Continued.*

	Section	Acres
All,	15	640.00
All,	17	640.00
All,	19	637.79
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
N ½ of NE ¼,	31	80.00
All,	33	640.00
All,	35	640.00

Township 19, *Range* 9.

All,	9	640.00
All,	11	640.00
All,	13	800.80
All,	15	640.00
E ½; E ½ of W ½; SW ¼ of SW ¼,	17	520.00
E ½; E ½ of W ½,	19	480.00
All,	21	640.00
All,	23	640.00
All,	25	800.00
All,	27	640.00
All,	29	640.00
All,	31	640.00
All,	33	640.00
All,	35	640.00

DOUGLAS COUNTY—Continued.

Township 20, *Range* 9.

	Section	Acres
S ½ of NW ¼; W ½ of SW ¼; Lots 1 to 14, inclusive,	1	717.47
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; NW ¼ of SW ¼; NE ¼ of SE ¼,	11	360.00
E ½ of NW ¼; SW ¼; Lots 1 to 12, inclusive	13	712.88
NW ¼ of NE ¼; NW ¼; N ½ of SW ¼; E ½ of SE ¼,	15	360.00
All,	17	640.00
All,	19	640.00
W ½; SE ¼ of SE ¼,	21	360.00
All,	23	640.00
NW ¼; Lots 1 to 12, inclusive,	25	628.92
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼,	27	280.00
N ½ of NW ¼,	29	80.00
S ½ of NE ¼; E ½ of NW ¼; NE ¼ of SW ¼; Lot 2,	31	289.19
NE ¼ of NE ¼; SW ¼; SW ¼ of SE ¼,	33	240.00
NE ¼ of NE ¼; S ½ of N ½; S ½,	35	520.00

Township 21, *Range* 9.

All,	1	906.19
S ½ of SW ¼; NW ¼ of SE ¼; Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 15, 16,	3	472.08
E ½ of E ½; NE ¼ of SW ¼; SW ¼ of SW ¼,	5	240.00
All,	7	828.40

DOUGLAS COUNTY—Continued.

Township 21, *Range* 9—*Continued.*

	Section	Acres
All,	9	898.36
All,	11	640.00
All,	13	657.20
All,	15	640.00
All,	17	640.00
All,	19	645.88
All,	21	640.00
All,	23	640.00
All,	25	650.55
All,	27	640.00
All,	29	640.00
All,	31	642.78
All,	33	640.00
All,	35	640.00

Township 22, *Range* 9.

All,	1	626.33
All,	3	629.94
S ½ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼; Lots 1, 2, 3, 4, 5, 6, 9, 10,	5	468.86
Lots 6 to 16, inclusive,	7	525.88
S ½ of NE ¼; SE ¼ of NW ¼; SE ¼; Lots 3, 4, 5, 6, 7, 8, 9,	9	569.60
N ½; SW ¼; N ½ of SE ¼,	11	560.00
S ½ of SE ¼; Lots 5, 6,	13	149.00
N ½ of NE ¼; SW ¼ of SW ¼; Lots 8, 9,	15	160.31

DOUGLAS COUNTY—Continued.

Township 22, *Range* 9—*Continued.*

	Section	Acres
NW ¼ of SW ¼; SW ¼ of SE ¼; Lot 7,	17	112.20
NE ¼ of NE ¼; NE ¼ of SW ¼; E ½ of SE ¼; Lots 1, 2, 3,	19	328.25
SE ¼ of NE ¼; E ½ of SW ¼; W ½ of SE ¼; Lots 4, 5, 6,	21	328.44
N ½; SW ¼; W ½ of SE ¼,	23	560.00
All,	25	640.00
All,	27	610.56
All,	29	593.44
N ½; SW ¼,	31	481.76
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; SE ¼ of SE ¼,	33	440.00
All,	35	678.38

Township 23, *Range* 9.

All,	1	640.60
Lot 4; S ½ of N ½; S ½,	5	520.40
NE ¼ of SW ¼; Lots 5, 6, 7, 10, 11, 12, 13, 14, 15, 17, 18,	7	492.51
SW ¼ of SW ¼,	9	40.00
SW ¼ of NE ¼,	11	40.00
SW ¼ of SE ¼; Lots 9, 10, 16, 17, 18,	13	233.02
SW ¼,	17	160.00
S ½,	19	317.55
E ½; Lots 1, 2, 3, 4,	21	320.52
NW ¼,	23	160.00

DOUGLAS COUNTY—Continued.

Township 23, *Range* 9—*Continued.*

	Section	Acres
All,	25	640.00
All,	27	640.00
NW ¼; N ½ of SW ¼; Lots 1, 2, 3, 4, 5, 6,	29	334.67
All,	31	633.56
All,	33	654.40
All,	35	643.84

Township 24, *Range* 9.

All,	1	635.88
All,	3	629.89
All,	5	638.96
All,	11	640.00
All,	13	640.00
All,	23	640.00
All,	25	640.00
All,	35	640.00

Township 26, *Range* 9.

All,	1	654.28
All,	3	653.20
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	35	640.00

DOUGLAS COUNTY—Continued.

Township 29, *Range* 9.

	Section	Acres
NW ¼ of SE ¼,	1	40.00
NE ¼; S ½ of NW ¼; W ½ of SW ¼,	18	320.00
N ½; SW ¼; NW ¼ of SE ¼,	23	520.00
All,	27	640.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	35	560.00

Township 30, *Range* 9.

All,	3	630.22
All,	5	626.32
All,	7	650.12
All,	9	640.00
All,	18	640.00
S ½ of N ½; S ½,	17	480.00
All,	19	652.78
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	655.64
All,	33	640.00
All,	35	640.00

Township 31, *Range* 9.

All,	1	561.84
All,	3	567.00

DOUGLAS COUNTY—Continued.

Township 31, *Range* 9—*Continued.*

	Section	Acres
N ½; SE ¼,	5	409.44
S ½ of NE ¼; E ½ of NW ¼; Lot 1,	7	200.33
All,	9	640.00
All,	11	640.00
E ½ of E ½; W ½,	13	480.00
All,	15	640.00
E ½; N ½ of NW ¼; SE ¼ of NW ¼; S ½ of SW ¼,	17	520.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
NE ¼; S ½,	29	480.00
All,	35	640.00
Township 19, *Range* 10.		
SE ¼,	25	160.00
Township 20, *Range* 10.		
All,	1	709.98
E ½ of NE ¼; S ½,	11	400.00
All,	13	640.00
N ½; NE ¼ of SW ¼; SE ¼,	23	520.00
N ½ of NW ¼; SW ¼ of NW ¼; W ½ of SW ¼,	25	200.00
N ½ of NE ¼; SW ¼ of NE ¼; E ½ of NW ¼; W ½ of SE ¼,	27	280.00
W ½ of NE ¼; N ½ of NW ¼; SE ¼ of NW¼; Lots 1, 2, 3, 4,	35	361.32

DOUGLAS COUNTY—Continued.

Township 21, *Range* 10.

	Section	Acres
E ½ of NE ¼; SE ¼ of SE ¼,	9	120.00
NE ¼; E ½ of NW ¼; S ½,	15	560.00
NE ¼,	21	160.00

Township 22, *Range* 10.

All,	1	745.76
S½; Lots 1 to 12, inclusive,	3	745.00
All,	9	640.00
All,	11	640.00
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; NW ¼ of SW ¼; Lot 6,	13	356.66
SW ¼ of NE ¼; SE ¼ of NW ¼; NW ¼ of SW ¼; SE ¼ of SE ¼; Lots 1, 11, 12, 13, 14, 15,	15	401.07
All,	21	594.28
SW ¼ of NE ¼; E ½ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼; Lots 5 to 11, inclusive,	23	494.56
NE ¼ of NW ¼; W ½ of W ½; SE ¼ of SW ¼,	25	240.00
All,	27	640.00
E ½; E ½ of W ½,	33	480.00
Lots 1, 2, 3, 4; S ½ of N ½; W ½ of SW ¼; N ½ of SE ¼,	35	479.20

Township 23, *Range* 10.

All,	1	952.09
Lot 1; SE ¼,	11	164.42

DOUGLAS COUNTY—Continued.

Township 23, *Range* 10—*Continued.*

	Section	Acres
NE ¼,	13	160.00
All,	23	640.00
All,	35	640.00
Total, Douglas County,		616,843.14

COOS COUNTY.

South of Base Line and West of Willamette Meridian.

Township 26, *Range* 9.

	Section	Acres
All,	5	647.00
All,	7	612.00
All,	9	640.00
All,	17	640.00
All,	19	614.00
All,	21	640.00
All,	29	640.00
N ½; SE ¼ of SW ¼; SE ¼,	31	507.00
All,	33	640.00

Township 27, *Range* 9.

All,	1	664.00
All,	3	672.00
All,	5	684.00
N ½,	7	322.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	641.86
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00

COOS COUNTY—Continued.

Township 27, Range 9—Continued.

	Section	Acres
All,	31	641.00
All,	33	640.00
All,	35	640.00

Township 24, Range 10.

All,	1	623.00
All,	3	587.00
Lot 1; SE ¼ of NE ¼; E ½ of SE ¼,	5	145.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
E ½,	17	320.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
E ½,	29	320.00
All,	33	640.00
All,	35	640.00

Township 25, Range 10.

All,	1	637.00
All,	3	634.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	5	597.00
E ½,	7	320.00
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of		

COOS COUNTY—Continued.

Township 25, *Range* 10—*Continued.*

	Section	Acres
SW ¼; S ½ of SW ¼; SE ¼,	9	400.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
E ½; NE ¼ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼,	17	480.00
All,	19	821.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
NE ¼ of NE ¼; W ½ of E ½; W ½,	27	520.00
All,	29	640.00
All,	31	884.00
All,	33	640.00
All,	35	640.00

Township 26, *Range* 10.

All,	1	681.00
All,	3	683.00
All,	5	678.00
All,	7	690.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	687.00
N ½,	21	320.00

COOS COUNTY—Continued.

Township 26, *Range* 10—*Continued.*

	Section	Acres
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	692.00
All,	33	640.00
N ½; SW ¼,	35	480.00

Township 27, *Range* 10.

E ½ of NE ¼; SE ¼,	1	240.00
All,	3	644.00
All,	5	640.00
All,	7	717.00
N ½,	9	320.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	744.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	777.00
All,	33	640.00
All,	35	640.00

COOS COUNTY—Continued.

Township 29, *Range* 10.

	Section	Acres
Lots 6, 7, 10, 11,	7	160.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	21	640.00
N ½,	23	320.00
NE ¼,	25	160.00
NW ¼; NE ¼ of SW ¼; S ½ of SW ¼,	27	280.00
All,	29	640.00
All,	31	781.00
NW ¼ of SW ¼; S ½ of S ½,	33	200.00
SW ¼,	35	160.00

Township 30, *Range* 10.

All,	1	625.00
Lots 1, 2; NW ¼ of SW ¼; NE ¼ of SE ¼; S ½ of S ½,	3	313.00
All,	5	621.00
All,	7	798.00
N ½; SW ¼; E ½ of SE ¼,	9	560.00
N ½ of N ½; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	11	440.00
N½ of N½; NE¼ of SE¼,	13	200.00
S ½ of SW ¼; SW ¼ of SE ¼,	15	120.00
All,	17	640.00
All,	19	801.00
SE¼ of SW¼; E½,	21	360.00

COOS COUNTY—Continued.

Township 30, *Range* 10—*Continued.*

	Section	Acres
SE ¼ of SW ¼; SW ¼ of SE ¼,	23	80.00
N ½ of NE ¼; SE ¼ of NE ¼; SE ¼ of SE ¼,	25	160.00
E ½; S ½ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼,	27	520.00
NW ¼ of SW ¼; S ½ of SW ¼; NW ¼ of NE ¼; SE ¼ of NE ¼; E ½ of SE ¼; NW ¼,	29	440.00
NE ¼ of N E¼; S ½ of NE ¼; S E¼; Lots 1, 2, 3, 4, 6, 7,	31	519.00
NE ¼; E ½ of NW ¼; S ½,	33	560.00
NW¼ of NE¼; S½ of N½; S½,	35	520.00

Township 31, *Range* 10.

SE ¼ of NW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	1	160.00
Lots 1, 2; N ½ of SE ¼; SE ¼ of SE ¼,	3	165.00
SE ¼ of SW ¼,	5	40.00
NE ¼; W ½ of SE ¼; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 12,	7	651.00
SE ¼ of NE ¼; NE ¼ of SE ¼,	9	80.00
SE ¼ of NE ¼; S ½ of SW ¼; W ½ of SE ¼,	13	200.00
SE ¼ of SW ¼,	17	40.00
Lots 4, 5, 7, 8, 9,	19	206.00
NW ¼ of NE ¼; NE ¼ of NW ¼; SW ¼ of SW ¼; NE ¼ of SE ¼; S ½ of		

COOS COUNTY—Continued.

Township 31, *Range* 10—*Continued.*

	Section	Acres
SE ¼,	21	240.00
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of NW ¼,	23	160.00
E ½ of NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	27	360.00
S ½ of NE ¼,	29	80.00
Lots 8, 11,	31	80.00
E ½; N ½ of NW ¼; SW ¼ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼,	33	560.00
E ½ of NE ¼,	35	80.00

Township 26, *Range* 11.

Lots 1, 2; S ½ of NE ¼,	1	123.00
SE ¼,	23	160.00
All,	25	640.00
All,	35	640.00

Township 27, *Range* 11.

All,	13	672.00
Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16,	15	483.00
All,	23	616.00
All,	25	651.00
Lots 1, 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14,	27	452.00
All,	35	625.00

Township 29, *Range* 11.

All,	7	644.00
All,	9	645.00
Lots 1, 2, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,	13	536.00

COOS COUNTY—Continued.

Township 29, *Range* 11—*Continued.*

	Section	Acres
All,	15	640.00
All,	17	640.00
N ½; SW ¼ of SW ¼ (or Lot 4); NE ¼ of SE ¼; SW ¼ of SE ¼,	19	444.00
All,	21	640.00
E ½ of NE ¼; SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	23	360.00
Lots 1, 2, 5, 8, 9, 15, 16,	25	292.00
NE ¼ of NE ¼; S ½ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; N½ of SE¼; SW¼ of SE¼,	27	400.00
S ½,	29	320.00
All,	31	633.00
NW ¼ of SW ¼; NE ¼ of S E¼; S ½ of S ½; W ½ of NW ¼,	33	320.00
NE ¼ of SW ¼; S ½ of SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	35	240.00

Township 30, *Range* 11.

E ½ of SW ¼; SE ¼,	3	240.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,,	5	600.00
N ½; SW ¼; N ½ of SE ¼,	7	554.00
W ½; NE ¼ of SE ¼; SW ¼ of SE ¼,	9	400.00
NW ¼ of SW ¼,	11	40.00
SE ¼ of NW ¼; S ½; NE ¼ of NE ¼,	15	400.00
S ½ of NE ¼; SE ¼ of NW ¼; NE ¼		

COOS COUNTY—Continued.

Township 30, *Range* 11—*Continued.*

	Section	Acres
of NE ¼,	17	160.00
SE ¼ of SW¼; SE ¼,	19	200.00
NE¼ of NE¼; S½ of NE¼; SE¼ of SW ¼; SE ¼,	21	320.00
N ½ of N ½; SE ¼ of NE ¼; SW ¼ of NW ¼; SE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	27	400.00
S ½ of N ½; S ½,	29	480.00
N ½; SE ¼,	31	479.00
NW ¼,	33	160.00

Township 31, *Range* 11.

SW ¼ of NE ¼; W ½,	1	359.00
All,	3	641.00
Lot 1,	5	40.00
SW ¼ of NE ¼; E ½ of NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	7	200.00
E ½; SE ¼ of SW ¼,	9	360.00
All,	11	640.00
N ½ of N ½,	13	160.00
NE ¼; N ½ of NW ¼; S ½ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	15	440.00
NW ¼ of NE ¼; S ½ of NE ¼; SE ¼,	19	280.00
NE ¼ of NE ¼; S ½ of NE ¼; SE ¼ of NW ¼; S ½ of S ½,	21	320.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	23	600.00

COOS COUNTY—Continued.

Township 31, *Range* 11—*Continued.*

	Section	Acres
NW ¼ of NE ¼; NW ¼; NW ¼ of SW ¼,	25	240.00
SE¼ of NW¼; NE¼ of SW¼; S½ of SW¼,	27	160.00
NE¼ of NE¼; S½ of NE¼; NW¼; SE ¼ of SW ¼; W ½ of SE ¼,	29	400.00
N ½ of NW ¼; SW ¼ of NW ¼,	33	120.00
NE ¼ of NE ¼; W ½ of SW ¼,	35	120.00

Township 28, *Range* 12.

NW ¼; N ½ of S ½; SE ¼ of SW ¼; SW ¼ of SE ¼,	35	400.00

Township 29, *Range* 12.

SE ¼ of SE ¼,	1	40.00
SE ¼ of SW ¼; SE ¼ of SE ¼,	11	80.00
NE ¼; NW ¼ of NW ¼; NW ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	13	360.00
E ½ of SE ¼,	15	80.00
E ½; E ½ of SW ¼,	23	400.00
NE ¼ of NE ¼; S ½ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	25	240.00
NW ¼ of SE ¼; SE ¼ of SE ¼,	27	80.00
NW ¼ of SW ¼,	29	40.00
NW ¼ of NE ¼; SE ¼ of NW ¼; E ½ of SW ¼; S ½ of SE ¼,	35	240.00

COOS COUNTY—Continued.

Township 30, *Range* 12.

	Section	Acres
All,	1	652.00
E ½ of SW ¼; SE ¼,	3	240.00
Lot 6,	5	2.00
NW ¼,	7	160.00
NE ¼ of NE ¼,	9	40.00
E ½; N ½ of NW ¼,	11	400.00
N ½,	13	320.00
SE ¼ of SE ¼,	19	40.00
SW¼ of NE¼; N½ of SW¼; SW¼ of SW ¼; NW ¼ of SE ¼,	25	200.00
W ½ of E ½; W ½,	29	480.00
Lots 2, 3, 4; NE ¼ of SE ¼; S ½ of SE ¼,	31	248.00
E ½ of NW ¼,	35	80.00

Township 31, *Range* 12.

Lots 1, 2, 5; S ½ of NW ¼,	3	146.00
SE ¼ of NE ¼; NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	5	439.00
S ½ of NE ¼; SW ¼ of NW ¼; SW ¼; N ½ of SE ¼,	7	356.00
SW ¼ of N W¼; NW ¼ of SW ¼,	9	80.00
Lots 2, 3,	11	52.00
SE ¼ of NE ¼; Lots 10, 11, 12, 14, 15, 16, 17, 18, 19,	13	110.00
NE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	15	320.00

COOS COUNTY—Continued.

Township 31, *Range* 12—*Continued.*

	Section	Acres
E ½; N ½ of SW ¼; SE ¼ of SW ¼,	17	440.00
All,	21	640.00
Lots 2, 3, 4, 6, 9, 10, 11, 12, 13, 14, 15, 16,	23	485.00
Lots 4, 5, 12,	25	126.00
All,	27	640.00
N ½ of NE ¼; N E¼ of NW ¼,	33	120.00
N ½ of NE ¼; SE ¼ of NE ¼; W ½ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; S ½ of SE ¼,	35	400.00

Township 30, *Range* 13.

N ½ of NW ¼; SW ¼; SW ¼ of SE ¼,	25	280.00
SW ¼ of NE ¼; NW ¼ of SE ¼; S ½ of SE ¼,	35	160.00

Township 31, *Range* 13.

Lots 1, 2, 3, 4; SE ¼,	1	318.00
Total, Coos County,		106,563.36

CURRY COUNTY.

South of Base Line and West of Willamette Meridian.

Township 34, *Range* 11.

	Section	Acres
All,	8	618.05
N ½; SW ¼; NE ¼ of SE ¼,	7	518.40
All,	9	540.77
All,	11	640.00
All,	15	640.00
SE ¼ of N E¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼; Lots 1, 4, 5, 7,	17	384.07
All,	19	571.38
All,	31	607.81

Township 35, *Range* 11.

SE ¼ of NE ¼; NE ¼ of NW ¼; E ½ of SE¼; Lots 1, 2, 3, 7, 8, 9, 10, 11, 12, 13,	7	455.78
All,	17	640.00
NE ¼ of NW ¼; NE ¼ of SW ¼; Lots 1, 2,	19	147.07
NE ¼; E ½ of SE ¼; Lot 5,	29	268.70

Township 31, *Range* 12.

N ½ of NW ¼; SW ¼ of NW ¼; SW ¼; W ½ of SE ¼,	19	356.00
SE ¼ of NW ¼; E ½ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	29	240.00

Township 35, *Range* 12.

E ½ of SE ¼; Lots 4, 5, 6,	13	136.61

CURRY COUNTY—Continued.

Township 31, *Range* 13.

	Section	Acres
N ½ of NE ¼; SW ¼ of NE ¼,	11	120.00
NE ¼ of NE ¼; SW ¼ of NW ¼; NW ¼ of SW ¼; SE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	13	280.00
W ½ of NE ¼; NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	23	520.00
SE ¼ of NE ¼; S ½ of SW ¼; SW ¼ of SE ¼,	25	160.00
Total, Curry County,		7,844.64

JOSEPHINE COUNTY.

South of Base Line and West of Willamette Meridian.

Township 38, Range 5.

	Section	Acres
W ½ of SE ¼; SW ¼,	8	240.00
S ½ of S ½,	5	160.00
N ½ of NE ¼; NW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	7	338.68
N ½ of NE ¼; N ½ of SW ¼ of NE ¼; N½ of S½ of SW¼ of NE¼; NW ¼; N½ of SE¼ of NE¼; W½ of SW¼; S½ of SE¼; S½ of NE¼ of SE¼; S½ of N½ of NE¼ of SE¼; S½ of NW¼ of SE¼,	9	500.00
SW ¼ of NW ¼; SW ¼ of SW ¼; SW ¼ of SE ¼; Lots 4, 5,	11	140.15
SE ¼ of NE ¼; SW ¼ of NW ¼; S ½,	18	400.00
E ½ of SE ¼; E ½ of SW ¼ of NE ¼; W ½ of SW ¼; N W¼ of NE ¼ of NW ¼; E ½ of NE ¼ of NW ¼; S ½ of S ½ of SW ¼ of NW ¼; SW ¼ of SE ¼ of NW ¼; E ½ of SE ¼ of NW ¼; SE ¼ of NE ¼; E ½ of NE ¼ of NE ¼,	15	310.00
All,	17	640.00
N ½ of NE ¼; SE ¼ of NE ¼; E ½ of NW ¼; N ½ of SE ¼; Lots 1, 2, 8,	19	352.81
SE ¼ of NE ¼; NW ¼; NW ¼ of SW ¼; Lots 1, 8,	21	314.18

JOSEPHINE COUNTY—Continued.

Township 33, Range 5—Continued.

	Section	Acres
All,	23	640.00
N ½; SW ¼; W ½ of NE ¼ of SE ¼; NW ¼ of SE ¼; S ½ of SE ¼,	25	620.00
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; S ½,	27	596.09
All,	31	593.82
All,	35	640.00

Township 34, Range 5.

N ½; N ½ of SE ¼,	3	407.20
N ½ of NW ¼; SW ¼ of NW ¼,	5	126.88
S ½ of NE ¼; SE ¼,	9	240.00
N ½ of NE ¼; SW ¼ of NE ¼; S ½ of SE ¼ of NW ¼; NE ¼ of SW ¼; SE ¼,	17	340.00
All,	19	612.00
All,	21	640.00
NE ¼; NW ¼ of NW ¼; W ½ of SW ¼; N ½ of SE ¼; E ½ of SE ¼ of NW ¼,	29	380.00
SW ¼; S ½ of SE ¼,	31	224.76
E ½; N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼,	33	480.00
W ½ of NE ¼; NW ¼; S ½,	35	560.00

Township 35, Range 5.

NW ¼ of NE ¼; S ½ of NE ¼; W ½; SE ¼,	1	622.50

JOSEPHINE COUNTY—Continued.

Township 35, Range 5—Continued.

	Section	Acres
NE ¼ of NE ¼; S ½ of N ½; N ½ of SE¼; N½ of S½ of SE¼; SW¼	3	479.98
W ½ of NE ¼; W ½; NW ¼ of SE ¼,	5	489.52
All,	7	651.81
All,	9	640.00
All,	11	666.76
All,	13	640.00
All,	15	664.20
All,	17	645.61
NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; W ½ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	19	481.39
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼; N ½ of SW ¼; N ½ of SW ¼ of SW ¼; SE ¼ of SW ¼; N ½ of SE ¼; SW ¼ of SE ¼; N ½ of SE ¼ of SE ¼,	21	580.34
All,	23	640.00
All,	25	640.00
N ½ of NE ¼; N ½ of SW ¼ of NE ¼; SE ¼ of NE ¼; NE ¼ of NW ¼; SW ¼; N ½ of SE ¼ of NW ¼; SW ¼ of SE ¼,	27	400.00
S ½ of NE ¼ of NE ¼; S ½ of NE ¼; W ½ of E ½ of NE ¼ of NW ¼; W ½ of NE ¼ of NW ¼; NW ¼ of		

JOSEPHINE COUNTY—Continued.

Township 35, Range 5—Continued.

	Section	Acres
NW 1/4; S 1/2 of NW 1/4; S 1/2,	29	570.00
SE 1/4 of NW 1/4; SW 1/4; W 1/2 of SE 1/4; SE 1/4 of NE 1/4; SE 1/4 of SE 1/4,	31	360.20
N1/2; SE1/4; N1/2 of SW1/4; SE1/4 of SW 1/4,	33	624.36
NE1/4; E1/2 of NW1/4; S1/2,	35	560.00

Township 36, Range 5.

All,	1	638.40
All,	3	637.92
SE 1/4 of NE 1/4; N 1/2 of SE 1/4; SW 1/4 of NE 1/4,	5	160.00
NW 1/4 of NE 1/4; SW 1/4 of SW 1/4; NW 1/4 of SE 1/4,	7	122.00
W 1/2 of E 1/2; W 1/2,	9	480.00
NW 1/4 of NE 1/4; SE 1/4 of SW 1/4; NE 1/4 of SE 1/4; S 1/2 of SE 1/4,	11	200.00
All,	13	640.00
N 1/2 of SE 1/4 of NE 1/4,	15	20.00
S 1/2 of SE 1/4,	19	80.00
Lot 8; SE 1/4 of SE 1/4; N 1/2 of NE 1/4,	21	150.80
Lot 8; SE 1/4 of SW 1/4,	23	78.58
S 1/2 of SW 1/4; NW 1/4 of SE 1/4,	29	120.00
NE1/4; N1/2 of NW1/4; SE1/4 of NW1/4; N 1/2 of SE 1/4; SE 1/4 of SE 1/4,	31	404.14
SW 1/4 of NE 1/4; NE 1/4 of SE 1/4,	33	80.00

JOSEPHINE COUNTY—Continued.

Township 37, Range 5.

	Section	Acres
NW 1/4 of NE 1/4; S 1/2 of NE 1/4; NW 1/4; S 1/2,	1	598.23
SE 1/4 of NE 1/4; N 1/2 of NW 1/4; SW 1/4 of NW 1/4; S 1/2,	5	477.63
NE 1/4; W 1/2,	7	500.74
N 1/2; SW 1/4; E 1/2 of SE 1/4; E 1/2 of NW 1/4 of SE 1/4,	9	580.00
All,	13	640.00
N 1/2; SW 1/4; N 1/2 of NE 1/4 of SE 1/4; SW 1/4 of NE 1/4 of SE 1/4; W 1/2 of SE 1/4; W 1/2 of SE 1/4 of SE 1/4,	15	610.00
All,	17	640.00
N 1/2 of SW 1/4; SW 1/4 of SW 1/4,	19	129.84
NW 1/4 of NE 1/4; NE 1/4 of NW 1/4,	21	80.00
All,	23	640.00
SW 1/4 of NE 1/4; E 1/2 of NE 1/4 of NW 1/4; NW 1/4 of NW 1/4; NE 1/4 of SW 1/4 of NW 1/4; W 1/2 of W 1/2 of SW 1/4,	25	150.00
E 1/2 of NE 1/4,	27	80.00
E 1/2 of NE 1/4; NW 1/4 of NW 1/4; S 1/2 of NW 1/4; SW 1/4; N 1/2 of SE 1/4; SW 1/4 of SE 1/4,	29	480.00
All,	31	657.20
N 1/2 of NE 1/4; S 1/2 of SW 1/4,	33	160.00

Township 38, Range 5.

All,	3	647.40

JOSEPHINE COUNTY—Continued.

Township 38, Range 5—Continued.

	Section	Acres
All,	9	640.00
N ½ of NE ¼; NW ¼ of NW ¼; NE ¼ of SW ¼; SW ¼ of SW ¼,	11	200.00
E ½ of NW ¼; NE ¼ of SW ¼; SE ¼,	13	280.00
SE ¼ of NE ¼; N½ of NW¼; SE¼ of NW ¼; E ½ of SW ¼ of SW ¼; E ½ of SE ¼ of SW ¼; NE ¼ of SE ¼; NW ¼ of SW ¼,	15	280.00
NW ¼ of NE ¼ of NE ¼; S ½ of NE ¼ of NE ¼; NW ¼ of NE ¼; S ½ of NE ¼; SW ¼ of SW ¼; W ½ of NW ¼ of SW ¼; W ½ of E ½ of NW ¼ of SW ¼; NE ¼ of SE ¼,	21	260.00
NE ¼ of NE ¼; S ½ of SW ¼; SE ¼ of SE ¼,	25	160.00
All,	29	640.00
All,	31	658.60
N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	33	280.00
E ½,	35	320.00

Township 39, Range 5.

All,	1	640.00
NW ¼ of NE ¼; W ½; SE ¼ of SE ¼,	7	412.38
All,	9	640.00
S ½ of NE ¼; SE ¼ of NW ¼; E ½ of		

JOSEPHINE COUNTY—Continued.

Township 39, *Range* 5—*Continued.*

	Section	Acres
SW ¼; SE ¼,	11	360.00
All,	13	640.00
SE ¼ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	15	480.00
All,	17	640.00
All,	19	654.12
All,	21	640.00
N ½; SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	23	600.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	634.64
All,	33	615.62
All,	35	618.02

Township 33, *Range* 6.

SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	1	280.00
S ½ of S ½,	9	160.00
N ½ of NW ¼; W ½ of SE ¼,	11	160.00
S ½ of NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	13	360.00
N ½; NW ¼ of SW ¼,	15	360.00
All,	17	640.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	19	593.48
S ½ of NE ¼; NW ¼ of NW ¼; S ½ of		

JOSEPHINE COUNTY—Continued.

Township 33, Range 6—Continued.

	Section	Acres
SW ¼; SE ¼,	21	360.00
NE ¼; S ½ of NW ¼; S ½ of SE ¼,	23	320.00
SE ¼ of NW ¼; NE ¼ of SW ¼; SE ¼ of SW ¼; W ½ of SE ¼,	25	200.00
W ½ of NE ¼; W ½; NW ¼ of SE ¼; S ½ of SE ¼,	27	522.92
All,	29	640.00
N ½ of NE ¼; NE ¼ of NW ¼,	31	120.00
N ½; N ½ of SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	33	520.00
E ½ of NE ¼; SW ¼ of NW ¼; W ½ of SW ¼; E ½ of SE ¼,	35	280.00

Township 34, Range 6.

N ½; N ½ of SE ¼,	1	402.64
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; N ½ of SW ¼,	3	364.65
S ½ of NE ¼; W ½,	7	394.04
SE ¼ of SE ¼,	9	40.00
SE ¼ of SW ¼; SE ¼,	11	200.00
W ½ of E ½; SE ¼ of SE ¼; W ½,	13	521.71
E ½; E ½ of SW ¼,	15	400.00
NW ¼ of NE ¼; W ½,	17	360.00
All,	19	634.60
NE ¼ of NE ¼; S ½ of N ½; NW ¼ of SW ¼; N ½ of SE ¼,	21	320.00
E ½; S ½ of SW ¼,	23	400.00

JOSEPHINE COUNTY—Continued.

Township 34, Range 6—Continued.

	Section	Acres
All,	25	640.00
SE ¼ of NE ¼; N ½ of SE ¼; SW ¼ of SE ¼,	27	160.00
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; SW ¼ of SW ¼; NE ¼ of SW ¼,	29	360.00
All,	31	636.40
E ½ of NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	33	360.00
Lots 1, 2, 5,	35	95.47

Township 35, Range 6.

E ½; N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼,	1	573.98
SW ¼ of NE ¼; NW ¼; E ½ of SW ¼; SW ¼ of SW ¼; SW ¼ of SE ¼,	3	371.10
S ½ of NE ¼; NW ¼ of SW ¼; SE ¼ of SW ¼; SE ¼,	5	320.00
N ½; N ½ of S ½; SW ¼ of SW ¼,	7	517.22
N ½; NW ¼ of SE ¼; SE ¼ of SE ¼,	9	400.00
NE ¼; NE ¼ of SW ¼; S ½ of SW ¼; NE ¼ of SE ¼,	11	320.00
E ½; N ½ of NW ¼; SE ¼ of NW ¼; E ½ of SW ¼,	13	520.00
NE ¼ of NE ¼; NW ¼ of NW ¼; S ½ of N ½; SE ¼,	15	400.00
NW ¼ of NW ¼; SE ¼ of SE ¼,	17	80.00
E ½; N ½ of NW ¼; NE ¼ of SW ¼,	19	439.94

JOSEPHINE COUNTY—Continued.

Township 35, Range 6—Continued.

	Section	Acres
NE ¼ of NE ¼; NW ¼ of SW ¼; S ½ of SW ¼; SW ¼ of SE ¼,	21	200.00
S ½ of NE ¼,	23	80.00
NE ¼ of NE ¼; SE ¼ of NW ¼; SE ¼ of SW ¼,	25	120.00
SW ¼ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	27	480.00
N ½; SE ¼,	29	480.00
NE ¼ of NE ¼; SW ¼ of NE ¼; W ½; NW ¼ of SE ¼,	31	443.96
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼; SE ¼ of SW ¼; SE ¼,	33	480.00

Township 36, Range 6.

N ½; N ½ of SW ¼; SE ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	1	560.14
N ½; SW ¼; S ½ of SE ¼,	3	561.88
S ½ of N ½; NE ¼ of NW ¼; S ½,	5	521.08
N ½ of NE ¼; W ½ of NW ¼; W ½ of SW ¼; S ½ of SE ¼,	7	310.90
N ½; W ½ of SW ¼; E ½ of SE ¼,	9	480.00
NW ¼ of NE ¼; NW ¼,	11	200.00
N ½ of NE ¼; NW ¼,	17	240.00
N ½ of SW ¼; SE ¼; Lots 5, 10, 11,	21	277.07
SW ¼ of NE ¼; W ½; SW ¼ of SE ¼,	23	400.00
W ½ of NE ¼; W ½ of NW ¼; SE ¼ of NW ¼; S ½,	25	520.00

JOSEPHINE COUNTY—Continued.

Township 36, Range 6—Continued.

	Section	Acres
NW ¼ of NE ¼; SE ¼ of NE ¼; W ½ of NW ¼; S ½,	27	480.00
NW ¼ of NE ¼; S ½ of NE ¼; NE ¼ of NW ¼; E ½ of SE ¼,	29	240.00
NW ¼ of NW ¼; S ½ of NW ¼,	31	114.64
NE ¼; N ½ of NW ¼; NE ¼ of SE ¼,	33	280.00
E ½ of NE ¼,	35	80.00

Township 37, Range 6.

E ½ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; W ½ of SW ¼; NE ¼ of SE ¼,	1	319.16
E ½; S ½ of SW ¼,	3	398.30
SW ¼ of NW ¼; E ½ of SW ¼; SW ¼ of SE ¼,	5	160.00
NW ¼ of NW ¼; S ½ of NW ¼; SW ¼; SW ¼ of SE ¼,	7	301.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	9	600.00
N ½ of NW ¼; S ½ of SW ¼; E ½ of SE ¼; NW ¼ of SW ¼,	11	280.00
NE ¼ of SE ¼; S ½ of SE ¼; NW ¼ of NE ¼; SW ¼ of NW ¼,	13	200.00
N ½; SE ¼,	15	480.00
NW ¼ of NW ¼; NW ¼ of SE ¼; SE ¼ of SE ¼,	17	120.00
NW ¼; S ½,	21	480.00

JOSEPHINE COUNTY—Continued.

Township 37, Range 6—Continued.

	Section	Acres
W ½ of NE ¼; W ½; N ½ of SE ¼; SW ¼ of SE ¼,	23	520.00
NE ¼; NW ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	25	440.00
All,	35	640.00

Township 38, Range 6.

All,	1	742.40
All,	3	732.48
All,	5	732.44
All,	7	644.92
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	643.08
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	645.36
All,	33	640.00
All,	35	640.00

JOSEPHINE COUNTY—Continued.

Township 39, *Range* 6.

	Section	Acres
All,	1	656.00
All,	3	679.40
Lots 1, 2, 3, 4,	5	197.60
S ½ of S ½,	7	181.15
All,	9	640.00
All,	11	640.00
All,	13	636.72
All,	15	640.00
All,	17	640.00
All,	19	726.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	729.28
All,	33	640.00
All,	35	640.00

Township 33, *Range* 7.

S ½,	13	320.00
All,	15	640.00
All,	21	640.00
All,	23	640.00
NE ¼; W ½; N ½ of SE ¼; SW ¼ of SE ¼,	25	600.00
NE ¼ of NE ¼; S ½ of NE ¼; E ½ of		

JOSEPHINE COUNTY—Continued.

Township 33, Range 7—Continued.

	Section	Acres
SW ¼; SE ¼,	27	360.00
All,	29	640.00
NE ¼; W ½ of W ½; E ½ of SE ¼,	31	399.20
NE ¼ of NE ¼; W ½ of NW ¼; N ½ of SW ¼; SE ¼,	33	360.00
S ½ of NE ¼; W ½; N ½ of SE ¼; SE ¼ of SE ¼,	35	520.00

Township 34, Range 7.

N ½ of N ½ of NE ¼ of NE ¼; W ½ of E ½; W ½,	1	493.05
All,	3	648.80
W ½ of NE ¼; NW ¼; S ½,	5	568.10
All,	7	652.92
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
E ½; NE ¼ of NW ¼; S ½ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼,	19	561.33
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	632.60

JOSEPHINE COUNTY—Continued.

Township 34, Range 7—Continued.

	Section	Acres
All,	33	640.00
All,	35	640.00

Township 35, Range 7.

All,	1	666.68
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	3	621.88
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; Lots 7, 9; N ½ of Lot 8,	5	422.36
SE ¼ of NE ¼; NW ¼; S ½,	7	519.20
All,	9	632.24
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	11	400.00
N ½,	13	320.00
All,	15	640.00
All,	17	640.00
All,	19	640.28
All,	21	640.00
W ½ of NE ¼; SE ¼ of SE ¼; Lot 8,	25	188.80
NE ¼ of NE ¼; W ½ of E ½; SE ¼ of SE ¼; W ½,	27	560.00
All,	29	640.00
All,	31	641.99
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	33	600.00
NW ¼ of NE ¼; NW ¼; Lots 1, 8, 9,	35	288.27

JOSEPHINE COUNTY—Continued.

Township 36, Range 7.

	Section	Acres
N ½ of NE ¼; S ½ of NW ¼; SE ¼; N ½ of SW ¼; SE ¼ of NE ¼,	1	439.99
Lots 3, 6, 7, 8; W ½ of NW ¼ of NW ¼; NE ¼ of SW ¼,	11	153.12
Lots 11, 12,	13	4.72
SW ¼ of NW ¼; SW ¼,	23	200.00
SW ¼ of NW ¼; S ½,	25	360.00

Township 37, Range 7.

NW ¼ of NE ¼; N ½ of NW ¼; S ½ of SW ¼; SW ¼ of SE ¼,	1	240.10
All,	3	640.72
N ½; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	5	607.04
N ½; N ½ of SW ¼; SE ¼,	7	561.41
N ½; N ½ of S ½; SE ¼ of SW ¼; SE ¼ of SE ¼,	9	560.00
NE ¼; SE ¼ of NW ¼; SW ¼; W ½ of SE ¼,	11	440.00
All,	13	660.48
W ½ of NE ¼; NW ¼; S ½,	15	568.92
E ½ of NE ¼; NW ¼ of NW ¼; E ½ of SW ¼; SE ¼,	17	360.00
S ½ of NE ¼; W ½; SE ¼,	19	561.16
All,	21	640.40
All,	23	640.00
All,	27	640.00

JOSEPHINE COUNTY—Continued.

Township 37, Range 7—Continued.

	Section	Acres
All,	29	640.00
E ½; NE ¼ of SW ¼; S ½ of SW ¼,	31	489.54
N ½; SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	33	600.00
All,	35	640.00

Township 38, Range 7.

All,	3	641.56
All,	5	643.92
N ½ of N ½; SE ¼ of NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼; Lot 4,	7	313.48
W ½ of NW ¼; Lots 1, 2, 3, 4, 5,	9	241.18
All,	11	640.00
E ½ of NE ¼; Lots 2, 3, 4; S ½,	13	482.86
N ½ of NE ¼; S ½,	15	400.00
Lots 1, 2, 5; SW ¼; E ½ of SE ¼,	17	298.41
W ½; Lots 1, 2, 3, 4, 5, 6, 7, 8,	19	443.23
NE ¼; NE ¼ of NW ¼; W ½ of SW ¼; E ½ of SE ¼,	21	360.00
All,	27	640.00
N ½ of SW ¼; SE ¼ of SW ¼,	29	120.00
All,	31	649.26

Township 39, Range 7.

NW ¼,	19	166.88
NE ¼ of NE ¼; S ½ of NE ¼; W ½ of NW ¼; NW ¼ of SW ¼; N ½ of SE ¼,	21	320.00

JOSEPHINE COUNTY—Continued.

Township 39, Range 7—Continued.

	Section	Acres
E ½; E ½ of W ½,	27	480.00
N ½ of NE ¼; NE ¼ of NW ¼; S ½ of NW ¼,	29	200.00

Township 40, Range 7.

N ½,	3	319.01
N ½ of SW ¼; SW ¼ of SW ¼; N ½ of SE ¼ of SW ¼; SW ¼ of SE ¼ of SW ¼,	5	150.00
W ½ of NW ¼; N ½ of SW ¼; NW ¼ of SE ¼; Lots 1, 2,	7	245.91
NE ¼; S ½,	11	480.00

Township 32, Range 8.

S ½ of NE ¼; NW ¼; S ½,	31	560.42

Township 37, Range 8.

All,	1	681.64
All,	3	677.00
NE ¼; N ½ of NW ¼; N ½ of SE ¼,	5	351.80
All,	7	680.40
All,	9	640.00
All,	11	640.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	13	600.00
All,	15	640.00
All,	17	640.00
All,	19	683.20
All,	21	640.00

JOSEPHINE COUNTY—Continued.

Township 37, Range 8—Continued.

	Section	Acres
All,	23	640.00
E ½ of NE ¼; W ½ of NW ¼; E ½ of SW ¼; W ½ of SE ¼,	25	320.00
All,	27	629.64
All,	29	640.00
All,	31	630.41
All,	33	640.00
W ½ of NW ¼; E ½ of SE ¼,	35	160.00

Township 38, Range 8.

S ½ of SE ¼,	1	80.00
W ½ of NE ¼; W ½,	3	403.73
NW ¼ of NE ¼; NW ¼; SW ¼; W ½ of SE ¼,	9	440.00
S ½ of N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	13	440.00
W ½ of W ½; E ½ of SE ¼,	15	240.00
W ½ of NE ¼; S ½ of SW ¼; SE ¼,	23	320.00
All,	25	640.00
E ½; E ½ of NW ¼; SW ¼,	27	560.00
Lot 1,	33	29.72
All,	35	640.00

Township 39, Range 8.

All,	1	641.52
All,	3	645.28
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼ of SE ¼; W ½,	5	486.20

JOSEPHINE COUNTY—Continued.

Township 39, *Range* 8—*Continued.*

	Section	Acres
All,	7	614.84
NE ¼ of SW ¼; Lots 5, 6,	9	80.02
All,	11	640.00
All,	13	640.00
SE ¼ of N E¼; NW ¼ of NW ¼; NE ¼ of SE ¼; N ½ of NE ¼,	15	200.00
N ½ of NE ¼; SE ¼ of NE ¼; SW ¼ of SE ¼; W ½,	17	480.00
All,	19	618.02
N ½ of NE ¼; SW ¼ of NE ¼; SW ¼ of NW ¼; SW ¼; E ½ of SE ¼,	21	400.00
N ½; S ½ of SW ¼; NE ¼ of SE ¼; SW ¼ of SE ¼,	23	480.00
NW ¼ of NE ¼; N ½ of NW ¼,	25	120.00
N ½ of NW ¼; SW ¼ of NW ¼; NE ¼ of SE ¼; NW ¼ of NE ¼; SE ¼ of NE ¼,	27	240.00
All,	29	640.00
NE ¼ of NE ¼; W ½ of E ½; W ½,	31	502.26
E ½; E ½ of W ½,	33	480.00
SW ¼ of SW ¼; Lots 6, 7, 8, 9, 10,	35	148.68

Township 40, *Range* 8.

SE ¼ of SW ¼; SW ¼ of SE ¼; Lots 1, 7, 8, 9,	1	131.25
All,	3	640.70
NE ¼; E ½ of SE ¼; Lots 1, 2, 3, 4, 5, 6,		

JOSEPHINE COUNTY—Continued.

Township 40, Range 8—Continued.

	Section	Acres
7,	5	338.03
E ½ of NE ¼; SW ¼ of NW ¼; S ½; Lots 1, 2, 3, 4, 5,	7	536.12
N ½; SW ¼; W ½ of NE ¼ of SE ¼; W ½ of SE ¼; W ½ of SE ¼ of SE ¼,	9	600.00
E ½ of E ½; SW ¼ of NW ¼; W ½ of SW ¼,	11	280.00
Lot 3; NW ¼ of SE ¼; S ½ of SE ¼,	13	129.77
NE ¼; E ½ of NW ¼; E ½ of W ½ of NW ¼; E ½ of SE ¼,	15	360.00
W ½ of E ½; SE ¼ of NE ¼; W ½,	17	520.00
NW ¼ of NE ¼; W ½ of SW ¼; E ½ of SE ¼ of SE ¼,	21	140.00
S ½ of SE ¼ of NE ¼; W ½ of W ½; Lots 1, 7,	23	221.64

Township 40, Range 9.

N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼; Lot 1,	1	630.76
NE ¼,	13	160.00
Total, Josephine County,		167,480.98

JACKSON COUNTY.

South of Base Line and East of Willamette Meridian.

Township 32, *Range* 1.

	Section	Acres
All,	3	641.80
All,	5	637.88
All,	7	675.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	674.28
All,	21	640.00
E ½ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; SE ¼,	23	360.00
All,	25	640.00
E ½ of NE ¼; NW ¼ of NW ¼; SE ¼ of NW ¼; E ½ of SW ¼; SE ¼,	27	400.00
All,	29	640.00
N ½ of NE ¼; NW ¼ of SW ¼; NE ¼ of NW ¼,	31	168.17
NW ¼; W ½ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	33	360.00
All,	35	640.00

Township 33, *Range* 1.

All,	1	639.40
All,	3	641.28
SW ¼ of NE ¼; W ½; NW ¼ of SE		

JACKSON COUNTY—Continued.

Township 33, *Range* 1—*Continued.*

	Section	Acres
¼; S ½ of SE ¼,	5	477.42
E ½ of NE ¼; S ½ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	7	446.68
NE ¼; E ½ of NW ¼; S ½,	9	560.00
All,	11	640.00
N ½ of N ½; SE ¼ of NE ¼; SW ¼ of NW ¼; NW ¼ of SW ¼; S ½ of S ½	13	440.00
All,	15	640.00
SW ¼ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; NW ¼ of SE ¼	17	360.00
NE ¼; W ½; N ½ of SE ¼; SW ¼ of SE ¼,	19	607.58
All,	21	640.00
W ½ of E ½; SE ¼ of SE ¼; W ½,	23	520.00
NE ¼; W ½; N ½ of SE ¼,	27	560.00
All,	29	640.00
NE ¼; S ½ of NW ¼; S ½,	31	561.47
E ½; N ½ of NW ¼; S ½ of SW ¼,	33	480.00
All,	35	640.00

Township 34, *Range* 1.

E½ of NE¼; W½ of NW¼; S½,	3	479.35
All,	5	636.54
All,	7	637.48
All,	9	640.00
E ½; N ½ of NW ¼; S ½ of SW ¼,	11	480.00
N ½ of NE ¼; NW ¼; W ½ of SW ¼,	13	320.00

JACKSON COUNTY—Continued.

Township 34, *Range* 1—*Continued.*

	Section	Acres
All,	15	640.00
All,	17	640.00
All,	19	636.20
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; SE ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	21	440.00
NE ¼ of NE ¼; S ½ of NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	23	520.00
E ½; E ½ of NW ¼; SW ¼ of SW ¼,	25	440.00
N ½; E ½ of SW ¼; SW ¼ of SE ¼,	27	440.00
W ½ of E ½; NE ¼ of SE ¼; W ½,	29	520.00
All,	31	640.44
NE ¼; SE ¼ of NW ¼; SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	33	480.00
All,	35	640.00

Township 35, *Range* 1.

N ½ of N ½; SE ¼ of NE ¼; SW ¼ of NW ¼; NW ¼ of SW ¼; S ½ of SW ¼; E ½ of SE ¼,	1	440.04
All,	3	643.60
All,	5	642.86
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; SE ¼,	7	565.80
All,	9	640.00
NE ¼ of NW ¼; W ½ of W ½; NE ¼		

JACKSON COUNTY—Continued.

Township 35, *Range* 1—*Continued.*

	Section	Acres
of SW ¼; S ½ of SE ¼,	11	320.00
N ½; SW ¼; E ½ of SE ¼,	13	560.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; SW ¼,	15	440.00
All,	17	640.00
N ½; NE ¼ of SE ¼,	19	363.20
All,	21	640.00
SW ¼ of NE ¼; W ½; SW ¼ of SE ¼,	23	400.00
All,	25	640.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	27	600.00
NE ¼,	29	160.00
SW ¼ of NW ¼; Lot 2,	31	77.74
E ½ of NE ¼; W ½ of NW ¼; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	33	440.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	35	600.00

Township 36, *Range* 1.

E ½; NW ¼ of NW ¼; SE ¼ of SW ¼,	1	399.94
NE ¼; N ½ of SE ¼,	3	240.69
N ½ of NE ¼,	5	79.44
E ½ of NE ¼; Lot 3,	7	102.08
W ½ of NE ¼; S ½ of NW ¼; SW ¼,	9	320.00
E ½ of NE ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	11	160.00

JACKSON COUNTY—Continued.

Township 36, Range 1—Continued.

	Section	Acres
S ½ of SW ¼,	13	80.00
NW ¼ of NE ¼; SW ¼ of NW ¼; NW ¼ of SW ¼; S ½ of SE ¼,	15	200.00
E ½; E ½ of NW ¼; NE ¼ of SW ¼; SW ¼ of SW ¼,	17	480.00
E ½ of E ½; SW ¼ of SE ¼; NW ¼ of NE¼; W½,	21	560.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	23	600.00
NE ¼; W ½ of NW ¼; S ½,	25	560.00
NW ¼ of NW ¼; S ½ of N ½; N ½ of S ½; SW ¼ of SW ¼; SE ¼ of SE ¼,	27	440.00
SW ¼ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; S ½ of SE ¼,	29	240.00
N ½; W ½ of SW ¼; NE ¼ of SE ¼,	33	440.00
All,	35	640.00

Township 37, Range 1.

N ½ of NE ¼; NW ¼; SE ¼ of SW ¼; W ½ of SE ¼,	1	359.26
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of NW ¼; SW ¼ of NW ¼; SW ¼,	3	359.31
N ½ of NE ¼; SW ¼ of NW ¼; SW ¼; SW ¼ of SE ¼,	5	320.19
NE ¼; NE ¼ of NW ¼; NE ¼ of SW ¼,	7	240.00
E ½ of NE ¼; W ½ of NW ¼; NW ¼		

JACKSON COUNTY—Continued.

Township 37, Range 1—Continued.

	Section	Acres
of SW 1/4; S 1/2 of SW 1/4; NE 1/4 of SE 1/4,	9	320.00
All,	11	640.00
All,	13	640.00
SE 1/4 of NW 1/4; NE 1/4 of SE 1/4,	15	80.00
E 1/2; E 1/2 of W 1/2,	17	480.00
SW 1/4 of NE 1/4; NW 1/4; W 1/2 of SW 1/4,	19	288.06
E 1/2; NW 1/4 of SW 1/4; S 1/2 of SW 1/4,	21	440.00
NE 1/4; SW 1/4 of NW 1/4; SW 1/4; NE 1/4 of SE 1/4,	23	400.00
NE 1/4 of NE 1/4; NW 1/4; N 1/2 of SW 1/4; NW 1/4 of SE 1/4	25	320.00
N 1/2 of NE 1/4; NW 1/4; SE 1/4 of SW 1/4; SE 1/4 of SE 1/4,	27	320.00
SW1/4 of NE1/4; NW1/4 of SW1/4; S1/2 of SW 1/4; NE 1/4 of SE 1/4; SW 1/4 of SE 1/4,	31	246.19
W 1/2 of NE 1/4; E 1/2 of NW 1/4; NE 1/4 of SW 1/4; W 1/2 of SE 1/4,	33	280.00
NE 1/4; E 1/2 of NW 1/4; W 1/2 of SW 1/4; N 1/2 of SE 1/4; SE 1/4 of SE 1/4,	35	440.00

Township 38, Range 1.

NW 1/4; S 1/2 of SW 1/4; W 1/2 of SE 1/4,	1	319.11
NE 1/4 of NW 1/4; SW 1/4 of NW 1/4,	3	79.08
NW 1/4 of NE 1/4; SE 1/4 of NE 1/4; NE 1/4 of NW 1/4; S 1/2 of NW 1/4; N 1/2 of SW		

JACKSON COUNTY—Continued.

Township 38, *Range* 1—*Continued.*

	Section	Acres
¼; SW ¼ of SW ¼,	5	318.83
NE ¼ of NE ¼; S ½ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼,	11	280.00
E ½; E ½ of W ½,	13	480.00
SW ¼ of NE ¼; NW ¼ of SE ¼,	15	80.00
SW ¼ of NW ¼,	31	43.32

Township 39, *Range* 1.

W ½ of NE ¼,	7	80.00
W ½ of NW ¼; NW ¼ of SW ¼,	17	120.63
All,	19	642.40
NE ¼; E ½ of NW ¼; E ½ of SW ¼; N ½ of SE ¼; SW ¼ of SE ¼; W ½ of SE ¼ of SE ¼,	21	460.00
SW ¼ of SW ¼,	25	40.00
NE ¼,	27	160.00

Township 40, *Range* 1.

Lot 8,	1	37.27
All,	19	682.12
All,	21	640.00
All,	27	640.00
All,	29	640.00
All,	31	687.20

Township 41, *Range* 1.

All,	1	640.76
Lot 1,	13	38.20

JACKSON COUNTY—Continued.

Township 32, *Range* 2.

	Section	Acres
All,	19	633.38
E ½ of NE ¼; W ½ of NW ¼; S ½,	29	480.00
All,	31	629.44
SW ¼ of NE ¼; W ½ of SE ¼; W ½,	33	440.00

Township 33, *Range* 2.

SW ¼ of SW ¼,	1	40.00
N ½; N ½ of SW ¼; SW ¼ of SW ¼; SE ¼,	3	602.68
All,	5	644.70
NW ¼ of NW ¼; S ½ of NW ¼; SW ¼; SW ¼ of SE ¼,	7	314.40
N ½; NE ¼ of SW ¼; S ½ of SW ¼; NW ¼ of SE ¼,	9	480.00
S ½; S ½ of NE ¼,	11	400.00
All,	13	640.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	15	600.00
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of NW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	17	280.00
NW ¼ of NE ¼; S ½ of NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; SE ¼ of SW ¼; SW ¼ of SE ¼,	19	320.28
NE ¼; N ½ of S ½; SE ¼ of SE ¼,	21	360.00
All,	23	640.00
All,	25	640.00

JACKSON COUNTY—Continued.

Township 33, Range 2—Continued.

	Section	Acres
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	27	600.00
SE ¼ of NW ¼; NE ¼,	29	200.00
NW ¼ of NE ¼; S ½ of NE ¼; E ½ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼; Lots 3, 4, 5, 6, 7,	31	531.07
E ½ of NE ¼; SE ¼,	33	236.07
All,	35	625.00

Township 34, Range 2.

N ½ of NE ¼; SE ¼ of NE ¼; NW ¼; N ½ of SW ¼,	5	364.22
S ½ of SW ¼; SW ¼ of SE ¼,	7	121.10
All,	9	640.00
N ½ of NE ¼; SE ¼ of NE ¼; SW ¼ of NW ¼; NW ¼ of SW ¼; S ½ of S ½; NE ¼ of SE ¼,	17	400.00
All,	19	640.58
All,	21	640.00
NE ¼ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; N ½ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	29	360.00
SW ¼,	31	159.78
N ½ of NE ¼; SE ¼ of NE ¼; E ½ of SW ¼,	33	200.00
All,	35	640.00

JACKSON COUNTY—Continued.

Township 35, Range 2.

	Section	Acres
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	1	584.35
N ½; N ½ of S ½,	3	469.74
SW ¼ of NE ¼; W ½; NW ¼ of SE ¼; S ½ of SE ¼,	7	477.60
SE ¼ of NW ¼; W ½ of SW ¼,	9	120.00
NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	13	600.00
NE ¼ of NE ¼; S ½ of N ½; S ½,	15	520.00
All,	17	640.00
N ½; SE ¼,	19	475.09
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
SE ¼ of NE ¼; NW ¼; S ½,	29	520.00
All,	31	621.92
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; S ½,	33	600.00
All,	35	640.00

Township 36, Range 2.

All,	1	640.96
All,	3	642.52
N ½ of NE ¼; SW ¼ of NE ¼; E ½ of NW ¼; S ½ of SE ¼,	5	280.89
W½ of NE¼; NW¼; N½ of SW¼,	7	319.50

JACKSON COUNTY—Continued.

Township 36, Range 2—Continued.

	Section	Acres
N ½; SW ¼; S ½ of SE ¼,	9	560.00
All,	11	640.00
All,	13	640.00
E ½ of NE ¼; SE ¼; W ½ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼,	15	440.00
N ½ of N ½,	17	160.00
S ½ of SW ¼,; SW ¼ of SE ¼,	19	120.05
NW ¼ of NW ¼,	21	40.00
N ½; NE ¼ of SW ¼; NW ¼ of SE ¼,	23	400.00
All,	25	640.00
S ½ of NW ¼; SW ¼,	29	240.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	31	601.26
All,	35	641.24

Township 37, Range 2.

All,	1	640.48
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of SE ¼,	3	165.57
All,	5	653.92
NE ¼ of NE ¼; S ½ of NE ¼; SE ¼ of NW ¼; S ½,	7	479.41
NW ¼ of NW ¼; S ½ of NW ¼; S ½,	9	440.00
N ½ of NE ¼; NE ¼ of NW ¼; SW ¼ of SW ¼; SE ¼ of NE ¼,	11	200.00
S ½,	13	320.00
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of		

JACKSON COUNTY—Continued.

Township 37, Range 2—Continued.

	Section	Acres
NW ¼; SE ¼ of SW ¼; SE ¼,	15	360.00
All,	17	640.00
E ½; E ½ of W ½; Lot 4,	19	521.06
E ½ of NE ¼; W ½ of NW ¼; S ½,	21	480.00
All,	23	640.00
All,	25	640.00
N ½; SE ¼ of SW ¼; SE ¼,	27	520.00
All,	29	640.00
E ½; NE ¼ of NW ¼,	31	360.00
NE ¼ of NE ¼; S ½ of N ½; S ½,	33	520.00
All,	35	640.00

Township 38, Range 2.

NW ¼; S ½,	1	479.23
All,	3	639.92
N ½; SW ¼ of SW ¼; SE ¼ of SE ¼,	5	403.84
All,	7	641.03
All,	9	640.00
N ½ of NE ¼; SW ¼ of NE ¼; W ½; S ½ of SE ¼,	11	520.00
All,	13	640.00
All,	15	640.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	17	600.00
SW ¼,	19	161.28
NW ¼ of NE ¼; SW ¼ of SW ¼; W ½ of SE ¼,	21	160.00

JACKSON COUNTY—Continued.

Township 38, *Range* 2—*Continued.*

	Section	Acres
E ½ of NE ¼; N ½ of NW ¼,	23	160.00
NW ¼ of NE ¼; S ½ of N ½; N ½ of SE ¼; SE ¼ of SE ¼,	25	320.00
NW ¼ of NE ¼; NW ¼; SE ¼ of SW ¼,	27	240.00
SW ¼,	29	160.00
SE ¼ of NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	31	120.00
E ½ of W ½; NW ¼ of SW ¼; SW ¼ of NW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	33	360.00
E ½ of SW ¼,	35	80.00

Township 39, *Range* 2.

W ½ of E ½; S ½ of NW ¼; SW ¼,	1	400.50
All,	3	641.86
SW ¼ of NW ¼,	5	40.00
Lot 8,	7	3.00
NE ¼ of NE ¼; S ½ of NE ¼; NE ¼ of SE ¼,	9	160.00
NE ¼ of NE ¼; NW ¼ of NW ¼; S ½ of N ½; N ½ of SW ¼; SE ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	11	480.00
NW ¼ of NE ¼; S ½ of NE ¼; W ½; NE ¼ of SE ¼; S ½ of SE ¼,	13	560.00
NE ¼ of NE ¼; S ½ of NE ¼; N ½ of		

JACKSON COUNTY—Continued.

Township 39, *Range* 2—*Continued.*

	Section	Acres
NW ¼; SE ¼ of NW ¼; W ½ of SW ¼,	15	320.00
W ½ of SE ¼; SE ¼ of SW ¼,	21	120.00
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of SW ¼; SW ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	25	320.00
N ½ of NE ¼; NW ¼; NE ¼ of SE ¼,	27	280.00
Lot 1,	31	9.58
E ½ of SW ¼; SE ¼; NE ¼ of NW ¼,	33	280.00
N ½ of N ½; SE ¼ of NE ¼; NE ¼ of SE ¼,	35	240.00

Township 40, *Range* 2.

SW ¼ of NE ¼; SE ¼ of NW ¼; E ½ of SW ¼; SE ¼,	1	320.00
SE ¼ of NE ¼; NE ¼ ofSE ¼,	7	80.00
NE ¼; NE ¼ of NW ¼; NE ¼ of SW ¼; W ½ of W ½; N ½ of SE ¼; SE ¼ of SE ¼,	13	520.00
NE ¼; NE ¼ of NW ¼; E ½ of SE ¼,	17	297.12
S ½,	19	318.20
E ½ of NE ¼,	23	80.00
All,	25	640.00
E ½ of E ½; SW ¼ of SE ¼; Lots 2, 3,	31	249.92

Township 41, *Range* 2.

All,	1	648.56
All,	3	642.52

JACKSON COUNTY—Continued.

Township 41, *Range* 2—*Continued.*

	Section	Acres
All,	5	645.12
All,	7	648.00
All,	9	640.00
All,	11	640.00
N ½ of N ½,	13	85.86
N ½,	15	181.70
N ½,	17	248.26

Township 33, *Range* 3.

Lots 3, 4,	7	117.31
All,	19	715.52
W ½ of NE ¼; NW ¼; S ½,	29	560.00
All,	31	721.28
NW ¼ of NW ¼; S ½ of N ½; S ½,	33	520.00

Township 34, *Range* 3.

W ½ of SE ¼; SW ¼,	3	240.00
All,	5	562.79
All,	7	733.48
N ½,	9	320.00
S ½ of NW ¼; SW ¼,	11	240.00
W ½ of SW ¼,	13	80.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; N ½ of S ½; SW ¼ of SW ¼,	15	480.00
All,	19	784.58
N ½ of N ½; SW ¼ of NW ¼; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	21	480.00
All,	23	640.00

JACKSON COUNTY—Continued.

Township 34, Range 3—Continued.

	Section	Acres
All,	25	640.00
All,	27	640.00
All,	29	640.00
SE ¼ of NE ¼; SE ¼ of NW ¼; NE ¼ of SE ¼; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9	31	631.06
All,	33	640.00
All,	35	640.00

Township 35, Range 3.

All,	1	628.92
N ½ of N E ¼; NW ¼,	3	236.06
All,	5	631.26
SW ¼,	7	162.15
E ½; N ½ of NW ¼,	11	400.00
All,	13	640.00
NE ¼; NW ¼ of SE ¼; SE ¼ of SE ¼,	15	240.00
SW ¼ of NW ¼; W ½ of SW ¼; SE ¼,	17	280.00
N ½ of NE ¼; SE ¼ of NE ¼; W ½ of W ½; SE ¼ of SW ¼; S ½ of SE ¼,	19	403.36
W ½ of NE ¼; E ½ of NW ¼; N ½ of SE ¼,	21	240.00
E ½ of NE ¼; W ½ of NW ¼; SW ¼; NW ¼ of SE ¼,	23	360.00
W ½ of NW ¼; SW ¼,	25	240.00
S ½,	27	320.00
SE ¼,	29	160.00
All,	31	637.28

JACKSON COUNTY—Continued.

Township 35, *Range* 3—*Continued.*

	Section	Acres
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; S ½,	33	600.00
All,	35	640.00

Township 36, *Range* 3.

	Section	Acres
All,	1	572.36
S ½ of NE ¼; W ½ of W ½; SE ¼ of SW ¼; SE ¼,	3	422.49
All,	5	596.20
All,	7	629.40
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	626.96
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of NW ¼; S ½ of SW ¼; SE ¼,	31	396.00
All,	33	640.00
N ½; NE ¼ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	35	480.00

JACKSON COUNTY—Continued.

Township 37, *Range* 3.

	Section	Acres
All,	1	639.20
N ½; E ½ of SW ¼; SE ¼,	3	559.20
All,	5	636.21
All,	7	634.83
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	633.76
E ½ of NE ¼; W ½ of NW ¼; S ½,	21	480.00
All,	23	640.00
All,	25	640.00
N ½ of N ½; SE ¼ of NE ¼; SW ¼ of NW ¼; S ½,	27	560.00
All,	29	640.00
All,	31	631.20
NE ¼; NW ¼ of NW ¼; S ½,	33	520.00
All,	35	640.00

Township 38, *Range* 3.

	Section	Acres
All,	1	640.38
N ½; N ½ of SW ¼; SE ¼,	3	561.88
N ½ of NE ¼; NW ¼; S ½,	5	563.50
N ½; NE ¼ of SW ¼; S ½ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	7	556.31
N ½; SW ¼,	9	480.00

JACKSON COUNTY—Continued.

Township 38, *Range* 3—*Continued.*

	Section	Acres
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	11	600.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	13	600.00
N ½ of NE ¼; NW ¼,	15	240.00
All,	17	640.00
N ½; NE ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	19	479.33
W ½ of E ½; SE ¼ of SE ¼; W ½,	21	520.00
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	23	600.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
E ½; E ½ of NW ¼; NW ¼ of SW ¼,	31	441.22
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	33	600.00
All,	35	640.00

Township 39, *Range* 3.

All,	1	640.16
All,	3	639.12
All,	5	646.50
All,	7	636.00
All,	9	640.00
All,	11	640.00
All,	13	640.00

JACKSON COUNTY—Continued.

Township 39, Range 3—Continued.

	Section	Acres
S ½ of N E ¼; W ½ of NW ¼; E ½ of SW ¼; SE ¼,	15	400.00
All,	17	640.00
All,	19	645.18
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	21	600.00
All,	23	640.00
All,	25	640.00
NW ¼,	27	160.00
SE ¼ of NE ¼; NE ¼ of NW ¼; W ½ of W ½; SE ¼ of SW ¼; NE ¼ of SE ¼; SW ¼ of SE ¼,	29	360.00
All,	31	648.80
N ½; SE ¼,	33	480.00
SE ¼,	35	160.00

Township 40, Range 3.

N ½; N ½ of SW ¼; SE ¼,	1	560.52
All,	3	641.98
NE ¼ of NW ¼; W ½ of W ½; SE ¼ of SE ¼,	5	241.53
N ½; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	7	596.38
All,	9	653.56
NW ¼; S ½,	11	480.00
NE ¼; SE ¼ of NW ¼; S ½,	13	520.00
All,	15	640.00

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JACKSON COUNTY—Continued.

Township 40, *Range* 3—*Continued.*

	Section	Acres
NW ¼ of NW ¼; S ½ of N W ¼; Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12,	17	565.78
All,	19	707.22
All,	21	640.00
All,	23	640.00
All,	25	682.88
All,	27	640.00
All,	29	640.00
All,	31	686.81
All,	33	640.00
All,	35	640.00

Township 41, *Range* 3.

All,	1	643.60
All,	3	650.00
All,	11	640.00
Lots 1, 2, 3, 4,	13	53.84
Lots 1, 2, 3, 4,	15	66.38
Lots 1, 2, 3, 4,	17	69.66

Township 37, *Range* 4.

All,	7	617.20
All,	17	640.00
All,	19	619.24
All,	21	640.00
N½,	29	320.00

Township 38, *Range* 4.

N½ of N½; S½,	1	480.66

JACKSON COUNTY—Continued.

Township 38, *Range* 4.—Continued.

	Section	Acres
All,	3	638.40
NE¼; N½ of NW¼; SW¼ of SW¼; N½ of SE¼; SE¼ of SE¼,	5	402.34
N½ of N½; SE¼ of NE¼; SW¼ of NW¼; SW¼; NE¼ of SE¼; S½ of SE¼,	7	516.62
All,	9	640.00
All,	11	640.00
All,	15	640.00
All,	17	640.00
SW¼ of NE¼; S½ of NW¼; SW¼; W½ of SE¼,	19	358.47
All,	21	640.00
All,	27	640.00
All,	29	640.00
E½ of NE¼; SW¼ of NW¼; N½ of SW¼; SW¼ of SW¼; SE ¼of SE ¼,	31	279.81
All,	33	640.00
All,	35	640.00

Township 39, *Range* 4.

E½ of SE¼; NE¼,	1	240.40
All,	3	632.04
All,	5	640.61
All,	7	638.98
All,	9	640.00

JACKSON COUNTY—Continued.

Township 39, *Range* 4—*Continued.*

	Section	Acres
E½ of SW¼,	11	80.00
SW¼ of NE¼; N½ of SE¼,	13	120.00
All,	15	640.00
All,	17	645.40
All,	19	641.60
All,	21	640.00
All,	23	640.00
NW¼ of NE¼; W½,	27	360.00
All,	29	643.24
NW¼ of NE¼; E½ of E½; NW¼ of SW¼; S½ of SW¼,	31	320.52
N½; N½ of SW¼; SE¼ of SW¼; SE¼,	33	600.00

Township 40, *Range* 4.

NE¼; SE¼ of NW¼; S½,	5	532.96
All,	7	562.62
NW¼; N½ of SW¼; SE¼ of SW¼,	9	280.00
All,	17	639.92
All,	19	566.04
All,	21	640.00
S½,	25	320.00
NE¼ of NW¼; E½ of SW¼,	27	120.00
All,	29	640.00
All,	31	565.82
N½; SW¼; SW¼ of SE¼,	33	520.00
All,	35	640.00

JACKSON COUNTY—Continued.

Township 41, *Range* 4.

	Section	Acres
All,	1	688.64
N½; SW¼; N½ of SE¼; SE¼ of SE¼,	3	395.42
All,	5	687.12
NE¼ of NE¼; W½ of E½; W½,	7	521.28
All,	9	640.00
NE¼; W½ of W½; SE¼ of SW¼; NE¼ of SE¼; S½ of SE¼,	11	480.00
Lots 1, 2, 3, 4,	13	59.46
Lots 1, 2, 3, 4,	15	35.80
Lots 1, 2, 3, 4,	17	22.56

South of Base Line and West of Willamette Meridian.

Township 32, *Range* 1.

Lots 7, 8, 9, 10, 11, 13, 14, 15, 16; S½,	1	680.00
E½,	11	320.00
All,	13	640.00
S½,	19	306.21
NW¼ of NE¼; S ½of NE¼; NW¼; S½,	21	600.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	615.80
All,	33	640.00
All,	35	640.00

JACKSON COUNTY—Continued.

Township 33, *Range* 1.

	Section	Acres
All,	5	639.31
All,	7	644.16
All,	9	640.00
All,	17	640.00
NE¼; NE¼ of NW¼; S½ of NW¼; S½,	19	599.67
N½; SW¼; N½ of SE¼,	21	560.00
All,	23	640.00
N½; NE¼ of SW¼; N½ of SE¼; SE ¼ of SE¼,	25	480.00
All,	27	640.00
All,	29	640.00
All,	31	639.20
NE¼; S½ of NW¼; SW¼; W½ of SE¼,	33	480.00
N½ of NE¼; SW¼ of NE¼; NW¼; W½ of SW¼; SE¼ of SE¼; NE¼ of SW¼,	35	440.00

Township 34, *Range* 1.

All,	1	638.86
E½ of SE¼; Lots 1, 2, 7, 8, 9; W½ of NW¼,	3	320.28
W½ of NE¼; E½ of NW¼,	5	158.54
NE¼; N½ of NW¼; SE¼ of NW¼; NE¼ of SW¼; N½ of SE¼,	7	402.15
N½; SW¼; NW¼ of SE¼; S½ of SE		

JACKSON COUNTY—Continued.

Township 34, Range 1—Continued.

	Section	Acres
¼,	9	600.00
All,	11	640.00
All,	13	640.00
SE¼ of NE¼; SE¼; Lots 1, 3,	15	274.88
N½; SE¼; N½ of SW¼; SW¼ of SW ¼,	17	600.00
All,	19	650.60
W½; Lot 8,	21	356.37
All,	23	640.00
All,	25	640.00
E½; E½ of W½; NW¼ of NW¼,	27	520.00
N½ of NE¼; SW¼ of NE¼; W½; W½ of SE¼,	29	520.00
NE¼ of NW¼; SW¼; S½ of SE¼,	31	284.20
All,	33	640.00

Township 35, Range 1.

NW ¼ of SE ¼; S ½ of SE ¼,	1	120.00
SW ¼ of SW ¼,	3	40.00
NE ¼ of NE ¼,	5	40.02
SE ¼ of SW ¼; SW ¼ of SE ¼,	7	80.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; E ½ of SW ¼; SE ¼,	9	520.00
E ½ of SW ¼,	11	80.00
E ½ of NE ¼; S ½,	13	400.00
NW ¼ of NE ¼; S ½ of NE¼; E ½ of NW ¼; NE ¼ of SW ¼; N ½ of SE		

JACKSON COUNTY—Continued.

Township 35, *Range* 1—*Continued.*

	Section	Acres
¼; SE ¼ of SE¼,	15	360.00
W ½ of NE ¼; NW ¼ of SE ¼,	19	120.00
NW ¼ of NW ¼,	21	40.00
SE ¼ of SW ¼,	23	40.00
SW ¼ of SW ¼,	25	40.00

Township 36, *Range* 1.

Lots 4, 5,	9	29.61
SW ¼ of NE ¼; SE ¼ of NW ¼,	11	80.00
NW ¼ of NW ¼,	15	40.00
NW ¼ of NE ¼,	25	40.00
NE ¼ of SE ¼,	27	40.00
NW ¼ of NE ¼; N ½ of NW ¼,	35	120.00

Township 37, *Range* 1.

SW ¼ of SE ¼,	1	40.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	11	600.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	13	600.00
NE ¼; NW ¼ of SE ¼; SE ¼ of SE ¼,	15	240.00

Township 38, Range 1.

NW ¼ of SW ¼,	17	40.00
NE ¼ of SW ¼; S ½ of SW ¼; Lot 1,	21	147.04
E ½ of NE ¼; NE ¼ of SE ¼; S ½ of SE ¼; SE ¼ of SW ¼,	29	240.00
SW ¼ of NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; SW ¼; NW ¼ of SE ¼;		

JACKSON COUNTY—Continued.

Township 38, *Range* 1—*Continued.*

	Section	Acres
S ½ of SE ¼,	31	452.09
NW ¼ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼,	33	160.00
SE ¼ of NE ¼; E ½ of SE ¼,	35	120.00

Township 39, *Range* 1.

NE ¼ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; E ½ of SW ¼,	1	240.46
E ½ of SE ¼,	3	80.00
N ½ of SE ¼; SE ¼ of SE ¼,	5	120.00
W ½ of NE ¼; NW ¼; S ½,	7	638.48
N ½; SW ¼; NW ¼ of SE ¼,	9	520.00
NW ¼ of NW ¼; S ½ of NW¼; SW ¼; SW ¼ of SE ¼,	11	320.00
NE ¼ of SE ¼,	13	40.00
All,	17	640.00
N ½; SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	19	682.68
All,	21	640.00
NW ¼ of SE ¼; S ½ of SE ¼; SW ¼ of SW ¼; Lots 1, 2, 3, 4, 5, 6, 7, 11, 12, 13,	23	415.01
NE ¼ of NE ¼; W ½ of E ½; W ½,	27	520.00
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	29	600.00
All,	31	722.68

JACKSON COUNTY—Continued.

Township 39, *Range* 1—*Continued.*

	Section	Acres
NE ¼; S ½ of NW ¼; S ½,	33	560.00
All,	35	640.00

Township 40, *Range* 1.

All,	3	623.68
All,	5	635.60
All,	7	704.56
All,	11	640.00
All,	15	640.00
All,	17	640.00
All,	19	705.76
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	707.28
All,	33	640.00
All,	35	640.00

Township 33, *Range* 2.

Lots 3, 4, 5, 6, 11, 12, 13, 14, 15, 16,	1	420.95
All,	3	636.80
All,	5	634.64
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	7	633.16
All,	9	640.00
All,	15	640.00

JACKSON COUNTY—Continued.

Township 33, Range 2—Continued.

	Section	Acres
All,	17	640.00
All,	19	675.16
S ½ of SW ¼; NW ¼ of NE ¼,	21	120.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	23	600.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	672.28
N ½ of NE ¼; SE ¼ of NE ¼; NW ¼; NW ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	33	440.00
All,	35	640.00

Township 34, Range 2.

All,	1	636.76
NE ¼ of NE ¼; SE ¼ of SE ¼; W ½ of E ½; W ½,	3	551.88
W ½ of NE ¼; NW ¼; S ½,	5	560.79
All,	7	646.40
E ½; W ½ of NW ¼,	9	400.00
NE ¼; NE ¼ of NW ¼; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	11	480.00
NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	13	600.00
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; S ½,	15	600.00

JACKSON COUNTY—Continued.

Township 34, Range 2—Continued.

	Section	Acres
NW ¼; S ½,	17	480.00
NE ¼; S ½ of NW ¼; S ½,	19	561.24
N ½ of NE ¼; SE ¼ of NE ¼; SE ¼ of NW ¼; W ½ of SW ¼; NE ¼ of SE ¼,	21	280.00
All,	23	640.00
NE ¼; NE ¼ of NW ¼; W ½ of SW ¼; NE ¼ of SE ¼; W ½ of NW ¼,	25	400.00
NE ¼ of NE ¼; S ½ of NE ¼; E ½ of W ½; SW ¼ of SW ¼; SE ¼,	27	480.00
N ½ of SE ¼,	29	80.00
NW ¼ of NE ¼; S ½ of NE ¼; E ½ of SE ¼; W ½ of NW ¼; E ½ of SW ¼,	31	360.00
NE ¼; S ½ of NW ¼; S ½ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	33	440.00
NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; N ½ of SE ¼,	35	360.00

Township 35, Range 2.

NE ¼; NE ¼ of NW ¼,	1	199.64
NW ¼ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; SW ¼; W ½ of SE ¼,	3	398.77
S ½ of NE ¼; NW ¼ of SE ¼,	5	120.00
E ½,	7	320.00
NE ¼ of NE ¼; SW ¼ of NE ¼; S ½ of NW ¼; SW ¼; N ½ of S E ¼,	9	400.00
SW ¼ of NW ¼; NE ¼ of SW ¼,	15	80.00

JACKSON COUNTY—Continued.

Township 35, Range 2—Continued.

	Section	Acres
S ½ of N ½; S ½,	17	480.00
N ½ of NE ¼; SW ¼ of NE ¼,	19	120.00
NW ¼ of NE ¼; SE ¼ of NE ¼; SW ¼ of SW ¼; E ½ of SE ¼,	21	200.00
SE ¼ of SE ¼,	23	40.00
SE ¼ of NE ¼,	25	40.00
NE ¼ of SE ¼; S ½ of SE ¼,	29	120.00
S ½ of NE ¼; NW ¼; S ½,	35	560.00

Township 36, Range 2.

NE ¼ of NE ¼; S ½ of NW ¼; SW ¼; W ½ of SE ¼,	1	359.92
E ½,	3	320.78
SW ¼ of NE ¼; SE ¼ of NW ¼; NE ¼ of S W¼; S ½ of SW ¼; SE ¼,	5	360.00
N ½ of NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; SE ¼,	7	360.51
W ½,	9	320.00
NW ¼ of NE ¼; Lot 4,	11	79.26
Lot 7,	13	23.39
Lots 9, 10,	15	22.88
NW ¼ of NW ¼; SW ¼; S ½ of NE ¼ of NW ¼,	19	224.51
Lots 4, 5, 6, 7,	21	123.29
NW ¼ of SE ¼,	29	40.00

Township 37, Range 2.

Lot 5; S ½ of SW ¼,	5	81.97

JACKSON COUNTY—Continued.

Township 37, *Range* 2—*Continued.*

	Section	Acres
E ½ of E ½; S ½ of NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; NW ¼ of NW ¼,	7	413.06
W ½ of NE ¼; E ½ of NW ¼; NW ¼ of SW ¼,	17	200.00
N ½ of SW ¼ of NE ¼; NE ¼ of SW ¼,	31	60.00

Township 38, *Range* 2.

Lot 6; SW ¼ of SW ¼,	3	47.52
NE ¼ of NW ¼; E ½ of NW ¼ of NW ¼; S ½ of SW ¼,	7	144.26
SE ¼,	17	160.00
NE ¼ of NE ¼; SW ¼; W ½ of SE ¼; SE ¼ of SE ¼,	19	326.28
W ½ of NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼,	21	240.00
NW ¼ of SE ¼; NE ¼ of SW ¼,	23	80.00
N ½ of N ½; S ½ of S ½,	27	320.00
E ½; NW ¼ of NW ¼; W ½ of SW ¼,	29	440.00
All,	31	660.16
N ½ of NW ¼; SE ¼ of NW ¼; E ½ of SE ¼; NW ¼ of SW ¼,	33	240.00

Township 39, *Range* 2.

N ½ of NE ¼; SE ¼ of NE ¼; NW ¼ of SE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼,	5	446.84
NE ¼ of NE ¼; S ½ of NE ¼; NW ¼;		

JACKSON COUNTY—Continued.

Township 39, *Range* 2—*Continued.*

	Section	Acres
S ½,	7	630.94
NE ¼; E ½ of NW ¼; S ½ of S ½; NE ¼ of SE ¼,	9	440.00
NE ¼ of NE ¼; S ½ of NE ¼; SW ¼ of NW ¼ of NE ¼; E ½ of NW ¼, of NE ¼; SW ¼ of NE ¼ of NW ¼; E ½ of NE ¼ of NW ¼; S ½ of NW ¼; S ½,	17	580.00
E ½ of NE ¼; NE ¼ of NW ¼; S ½ of SW ¼; NE ¼ of SE ¼,	19	246.54
All,	21	640.00
W ½ of NE ¼; NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	23	480.00
S ½ of NE ¼; SE ¼ of NW ¼; S ½,	27	440.00
S ½ of NW ¼; SW ¼; SE ¼ of SE ¼,	29	280.00
All,	31	668.42
All,	33	640.00

Township 40, *Range* 2.

All,	1	638.84
All,	3	640.99
All,	5	640.58
All,	7	647.42
All,	9	640.00
All,	11	640.00
All,	13	640.00

JACKSON COUNTY—Continued.

Township 40, *Range* 2—*Continued.*

	Section	Acres
All,	15	640.00
N ½; SW ¼; W ½ of SE ¼,	17	560.00
All,	19	640.93
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	639.01
All,	33	640.00
All,	35	640.00

Township 33, *Range* 3.

All,	1	630.40
All,	3	627.68
All,	5	625.39
All,	7	624.64
All,	9	640.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	626.35
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00

JACKSON COUNTY—Continued.

Township 33, *Range* 3—*Continued.*

	Section	Acres
All,	29	640.00
All,	31	627.20
N ½; N ½ of SW ¼; SW ¼ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	33	560.00
All,	35	640.00

Township 34, *Range* 3.

All,	1	641.80
All,	3	643.50
All,	5	644.42
All,	7	610.48
All,	9	640.00
All,	11	640.00
All,	13	640.00
N ½; SW ¼; N ½ of SE ¼; S E¼ of SE ¼,	15	600.00
All,	17	640.00
All,	19	608.00
All,	21	640.00
N ½ of NW ¼; SW ¼ of NW ¼; SW ¼; W ½ of SE ¼; NE ¼,	23	520.00
NE ¼; E ½ of NW ¼; S ½,	25	560.00
All,	27	640.00
NE ¼; E ½ of NW ¼; NE ¼ of SW ¼; SW ¼ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	29	440.00
All,	31	615.00

JACKSON COUNTY—Continued.

Township 34, Range 3—Continued.

	Section	Acres
N ½; N ½ of S ½; SE ¼ of SE ¼,	33	520.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	35	600.00

Township 35, Range 3.

N ½; SW ¼; N½ of SE ¼; SW ¼ of SE ¼,	1	600.20
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	3	597.51
SE ¼ of SW ¼; S ½ of SE ¼,	5	120.00
NE ¼ of SW ¼; S ½ of SW ¼; SE ¼,	7	275.40
All,	9	640.00
W ½ of NE ¼ of NE ¼; SE ¼ of NE ¼ of NE ¼; NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	11	680.00
NE ¼ of NW ¼; W ½ of NW ¼; N ½ of SW ¼; E ½ of SE ¼,	13	280.00
All,	15	640.00
N ½; N ½ of SE ¼; SW ¼ of SE ¼; N ½ of SW ¼; SE ¼ of SW ¼; E ½ of SW ¼ of SW ¼,	17	580.00
All,	19	631.74
N ½ of NE ¼; SW ¼ of NE ¼; NW ¼; W ½ of E ½ of SW ¼; W ½ of SW ¼; E ½ of W ½ of SE ¼,	21	440.00
N ½; SW ¼; W ½ of SE ¼,	23	560.00
All,	27	640.00

JACKSON COUNTY—Continued.

Township 35, *Range* 3—*Continued.*

	Section	Acres
NE ¼; W ½ of E ½ of SW ¼; W ½ of SW ¼; N ½ of SE ¼; E ½ of SW ¼ of SE ¼; SE ¼ of SE ¼,	29	420.00
N ½ of NE ¼; NW ¼; S ½,	31	557.02
E ½; NW ¼ of NW ¼; S ½ of NW ¼; NE ¼ of SW ¼,	33	480.00
W ½ of E ½; SE ¼ of SE ¼; W ½,	35	520.00

Township 36, *Range* 3.

W ½ of NW ¼,	1	78.97
N ½ of NE ¼; SW ¼ of NE ¼; W ½ of SE ¼ of NE ¼; N ½ of NW ¼; SW ¼ of NW ¼; NW ¼ of SW ¼; SW ¼ of SE ¼; W ½ of NW ¼ of SE ¼; Lots 1, 2, 3, 4, 5,	3	438.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; NW ¼ of SE ¼,	5	314.76
N ½; N ½ of SW ¼; SE ¼,	7	564.97
All,	9	640.00
NW ¼ of NW ¼; N ½ of SE ¼; SE ¼ of SE ¼; Lot 3,	11	188.78
Lot 7,	13	48.75
W ½ of NW ¼,	15	80.00
N ½ of NW ¼; SE ¼ of NW ¼; Lot 3,	17	127.05
SW ¼; W ½ of SE ¼,	19	245.40
Lot 5; NE ¼ of SW ¼,	21	58.87
SE ¼ of NE ¼,	23	40.00

JACKSON COUNTY—Continued.

Township 36, Range 3—Continued.

	Section	Acres
NE ¼; S½ of NW ¼; SW ¼; N ½ of SE ¼,	29	480.00
All,	31	656.42
Lots 2, 3; SW ¼ of SW ¼,	33	102.78
NE ¼ of NE ¼; SW ¼ of SW ¼; W ½ of SE ¼ of SE ¼,	35	100.00

Township 37, Range 3.

SW ¼; W ½ of SE ¼,	1	284.84
N ½; E ½ of SW ¼; SE ¼,	3	561.30
N ½ of NE ¼ of NE ¼; S ½ of N ½ of SE ¼ of NE ¼; S ½ of SE ¼ of NE ¼; NW ¼ of SW ¼; S ½ of SW ¼; SE ¼; S ½ of SW ¼ of SW ¼ of NE ¼; Lot 1; South 10 acres of Lot 5,	5	360.23
E ½; SE ¼ of NW ¼; NE ¼ of SW ¼,	7	400.00
W ½ of NE ¼; W ½; E ½ of SE ¼,	9	480.00
W ½ of E ½; SW ¼,	11	320.00
N ½ of NE ¼; NW ¼,	13	240.00
All,	15	640.00
All,	17	640.00
All,	21	640.00
S ½ of NW ¼; SW ¼; NW ¼ of SE ¼,	23	280.00
S ½ of NE ¼,	25	80.00
S ½ of NE ¼; NW ¼; SE ¼,	27	400.00
NE ¼ of NE ¼; NW ¼ of NW ¼; S ½ of N ½; S ½,	31	555.10

JACKSON COUNTY—Continued.

Township 37, Range 3—Continued.

	Section	Acres
All,	33	640.00
SW ¼ of SW ¼; NE ¼ of NE ¼ of SE ¼; NW ¼ of SE ¼ of SE ¼; N ½ of SW ¼ of SE ¼; N ½ of S ½ of SW ¼ of SE ¼,	35	90.00

Township 38, Range 3.

NW ¼ of NE ¼; SE ¼ of NE ¼; E ½ of SW ¼,	1	159.96
N ½; E ½ of SE ¼,	3	400.76
E ½ of SW ¼; SE ¼,	5	240.00
N ½; N ½ of SW ¼; SW ¼ of SW ¼; N ½ of SE ¼ of SW ¼; SW ¼ of SE ¼ of SW ¼; N ½ of N ½ of SE ¼; N ½ of S ½ of NE ¼ of SE ¼; SE ¼ of SW ¼ of SE ¼; S ½ of SE ¼ of SE ¼,	11	550.00
SW ¼,	13	160.00
W ½ of NW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	21	200.00
NE ¼ of NE ¼; W ½ of W½ of NW ¼; SE¼ of SE¼; Lots 4, 5,	23	160.67
NW ¼ of NW ¼,	29	40.00
All,	31	637.76
SW ¼ of NW ¼; W ½ of SW ¼; Lots 1, 7,	33	168.58
W ½	35	320.00

JACKSON COUNTY—Continued.

Township 39, *Range* 8.

	Section	Acres
E ½; E ½ of W ½; NW ¼ of NW ¼; SW ¼ of SW ¼,	1	562.00
NE ¼; SW ¼ of SW ¼,	3	201.49
N ½ of NE ¼; SE ¼ of NW ¼; SW ¼; S ½ of SE ¼,	9	360.00
NE ¼; E ½ of NW ¼; Lot 1,	11	254.42
N ½ of NE ¼; SE ¼ of NE ¼; NE ¼ of NW ¼; SW ¼,	13	320.00
E ½,	15	320.00
All,	21	640.00
N ½,	23	320.00
NE ¼,	25	160.00
NE ¼; S ½; SE ¼ of SW ¼ of NW ¼; NE ¼ of SE ¼ of NW ¼; S ½ of SE ¼ of NW ¼,	27	320.00
E ½; SW ¼ of NW ¼; N ½ of SW ¼; SE ¼ of SW ¼,	33	480.00

Township 40, *Range* 8.

All,	1	639.33
All,	3	640.36
S ½ of N ½; Lots 1, 3, 4; S ½,	5	597.90
E ½; N ½ of NE ¼ of NW ¼; N ½ of NW ¼ of NW ¼; SW ¼ of NW ¼; SW ¼; S ½ of SE ¼ of NW ¼,	7	582.83
All,	9	640.00
All,	11	640.00

JACKSON COUNTY—Continued.

Township 40, *Range* 3—*Continued.*

	Section	Acres
All,	13	640.00
All,	15	640.00
All,	17	640.00
E ½; E ½ of E ½ of SE ¼ of SW ¼,	19	330.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	640.84
All,	33	640.00
N ½; SW ¼; N ½ of SE ¼,	35	560.00

Township 41, *Range* 3.

N ½; S ½ of S ½,	1	480.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	3	600.00
All,	5	640.00
All,	7	643.64
All,	9	640.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	11	600.00
N ½ of N ½; Lots 1, 2, 3, 4,	13	278.25
N ½ of N ½; Lots 1, 2, 3, 4,	15	274.67
N ½ of N ½; Lots 1, 2, 3, 4,	17	268.58

Township 32, *Range* 4.

Lots 5, 12,	33	78.19
All,	35	791.92

JACKSON COUNTY—Continued.

Township 33, *Range* 4.

	Section	Acres
All,	1	639.68
All,	3	599.20
S ½ of SE ¼,	5	80.00
All,	9	640.00
All,	11	640.00
All,	13	659.76
NE ¼; E ½ of NW ¼; S ½,	15	560.00
All,	17	640.00
All,	19	629.18
N ½; N ½ of SW ¼; NW ¼ of SE ¼; SE ¼ of SE ¼,	21	480.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
NW ¼; N ½ of SW ¼; SW ¼ of SW ¼,	29	280.00
All,	31	626.84
All,	33	640.00
All,	35	640.00

Township 34, *Range* 4.

All,	1	648.44
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	3	615.32
NE ¼ of SW ¼; S ½ of SW ¼; E ½,	5	448.10
All,	7	628.44
All,	9	640.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼;		

JACKSON COUNTY—Continued.

Township 34, Range 4—Continued.

	Section	Acres
S ½,	11	600.00
All,	13	640.00
NW ¼ of NE ¼; W ½ of SW ¼; W ½ of E ½ of SE ¼ of SW ¼; W ½ of SE ¼ of SW ¼; NE ¼ of SE ¼,	15	190.00
All,	17	640.00
All,	19	624.80
NE ¼; W½,	21	480.00
All,	23	640.00
All,	25	640.00
NE ¼ of NE ¼; NE ¼ of NW ¼; S ½ of N ½; S ½,	27	560.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	29	600.00
E ½; E ½ of W ½,	31	480.00
NE ¼ of NW ¼; SW ¼ of SW ¼; SW ¼ of SE ¼,	33	120.00
NE ¼ of NE ¼; S ½ of NE ¼; N ½ of NW ¼; E ½ of SW ¼ of NW ¼; SW ¼; SE ¼ of NW ¼; NE ¼ of SE ¼; SW ¼ of SE ¼; NE ¼ of SE ¼ of SE ¼,	35	510.00

Township 35, Range 4.

NE ¼ of NE ¼; SW ¼ of NW ¼; W ½ of SW ¼,	1	160.02
N ½ of NE ¼; SE ¼,	3	241.76

JACKSON COUNTY—Continued.

Township 35, Range 4—Continued.

	Section	Acres
N ½; NW ¼ of SW ¼; S ½ of SW ¼; NW ¼ of SE ¼,	5	493.56
All,	7	640.08
NE ¼ of NE ¼; N ½ of NW ¼; SE ¼ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	11	280.00
All,	13	640.00
SE ¼,	15	160.00
N ½ of NE ¼; SE ¼ of NE ¼; W ½; SE ¼,	17	600.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	19	598.20
SW ¼ of SW ¼,	21	40.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	23	600.00
N ½ of NE ¼,	27	80.00
All,	29	640.00
All,	31	638.56
NE ¼ of NE ¼; W ½ of E ½; SE ¼ of SE ¼; W ½,	33	560.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	35	600.00

Township 36, Range 4.

N ½; N ½ of SW ¼; N ½ of SW ¼ of SW ¼; SE ¼ of SW ¼; E ½ of SE ¼,	1	539.16
S ½ of NE ¼; E ½ of SW ¼; SE ¼,	3	320.00
NE ¼; S ½ of NW ¼; S ½,	5	539.52
All,	7	653.22

JACKSON COUNTY—Continued.

Township 36, Range 4—Continued.

	Section	Acres
NW ¼; N ½ of SW ¼; W ½ of SE ¼; SE ¼ of SW ¼,	9	360.00
NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	11	600.00
NE ¼ of NE ¼; S ½ of NE ¼; SE ¼ of NW ¼; SW ¼; W ½ of SE ¼,	13	400.00
NE ¼; NE ¼ of NW ¼,	15	200.00
W ½ of NE ¼; S ½ of SE ¼ of NE ¼; NW ¼; S ½,	17	580.00
N ½; N ½ of S ½; Lots 3, 4,	19	598.52
SW ¼ of NE ¼; S ½ of S ½; NW ¼ of SE ¼; Lots 3, 7, 8, 9, 10,	21	376.63
N ½ of NE ¼; SE ¼ of NE ¼; W ½,	23	440.00
E ½ of NE ¼; SE ¼ of SW ¼; NE ¼ of SE ¼; Lots 1, 7, 9, 10,	25	225.88
NE ¼ of NE ¼; S ½ of SW ¼; Lots 9, 12, 14,	27	177.16
NE ¼ of NE ¼; NE ¼ of NW ¼; S ½ of N ½; S ½,	29	560.00
E ½; NW ¼ of NW ¼; S ½ of SW ¼; SE ¼ of NW ¼,	31	489.50
N ½; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	33	600.00
SE ¼ of NE ¼; W ½ of SW ¼; Lots 1, 5,	35	166.70

Township 37, Range 4.

N ½ of N ½; SE ¼ of NE ¼; SW ¼ of

JACKSON COUNTY—Continued.

Township 37, *Range* 4—*Continued.*

	Section	Acres
NW ¼; SE ¼ of SE ¼,	1	277.32
SE ¼ of NE ¼; S ½,	3	360.00
All,	5	642.34
All,	7	654.40
All,	9	640.00
W ½ of NE ¼ of NE ¼; S ½ of NE ¼; E ½ of SE ¼,	11	180.00
W ½ of NW ¼,	13	80.00
W ½,	15	320.00
All,	17	640.00
E ½ of NE ¼; E ½ of NW ¼ of NE ¼; E ½ of E ½ of SW ¼ of NE ¼; SE ¼; S ½ of NE ¼ of NW ¼; W ½ of NW ¼; W ½ of SE ¼ of NW ¼; NW ¼ of SW ¼; W ½ of SW ¼ of SW ¼,	19	458.86
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	21	600.00
W ½ of E ½; N ½ of NW ¼; SE ¼ of NW ¼; SW ¼,	23	440.00
NE ¼ of NE ¼; S ½ of N ½; S ½,	27	520.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	29	600.00
E ½ of W ½ of NE ¼ of NE ¼; E ½ of NE ¼ of NE ¼; W ½ of NW ¼ of NE ¼; W ½ of E ½ of NW ¼ of NE ¼; S ½ of NE ¼; NE ¼ of NW ¼; NE ¼ of SE ¼; Lots 1, 3, 4, 5,	31	281.33

JACKSON COUNTY—Continued.

Township 37, Range 4—Continued.

	Section	Acres
N ½; N ½ of SW ¼; SE ¼; SE ¼ of SW ¼,	33	600.00
N ½; SW ¼; W ½ of SE ¼,	35	560.00

Township 38, Range 4.

All,	1	638.40
All,	3	638.64
S ½ of NW ¼; S ½,	5	400.00
NE ¼ of NE ¼; SW ¼ of NE ¼,	7	80.00
All,	9	640.00
E ½ of E ½; SW ¼ of SE ¼; SW ¼,	11	360.00
N ½; E ½ of SW ¼; SE ¼,	13	580.92
N ½; SE ¼,	15	480.00
NE ¼ of NE ¼,	17	40.00
N ½ of NE ¼; SW ¼ of N E¼; W ½; W ½ of SE ¼; Lot 3,	19	535.79
NW ¼ of SW ¼; S ½ of SW ¼; SW ¼ of SE ¼,	21	160.00
NE ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	23	380.00
W ½ of SW ¼; Lots 1, 2, 5,	25	116.56
All,	27	640.00
N ½; SW ¼; NW ¼ of SE ¼,	29	520.00
N ½; SW ¼; NW ¼ of SE ¼; S ½ of SE ¼,	31	603.92
N ½ of NE ¼; SE ¼ of NE ¼; E ½ of		

JACKSON COUNTY—Continued.

Township 38, *Range* 4—*Continued.*

	Section	Acres
NW 1/4; S 1/2,	33	520.00
All,	35	646.00

Township 39, *Range* 4.

All,	1	697.40
All,	3	639.77
S 1/2 of NW 1/4; W 1/2 of SW 1/4; E 1/2 of SE 1/4; Lots 1, 3, 4.	5	358.95
N 1/2 of NE 1/4; SE 1/4 of NW 1/4; SE 1/4 of SE 1/4; Lots 2, 4,	7	240.06
All,	9	640.00
All,	11	640.00
All,	13	697.96
All,	15	640.00
All,	17	640.00
NE 1/4; S 1/2 of NW 1/4; S 1/2,	19	559.36
All,	21	640.00
All,	23	640.00
All,	25	699.64
All,	27	640.00
All,	29	640.00
All,	31	662.42
All,	33	665.94
All,	35	671.66

Township 40, *Range* 4.

N 1/2; N 1/2 of SW 1/4; S 1/2 of S 1/2 of SW 1/4; SE 1/4,	1	602.02

JACKSON COUNTY—Continued.

Township 40, *Range* 4—*Continued.*

	Section	Acres
NE ¼,	3	159.36
SW ¼,	7	162.84
All,	11	640.00
All,	13	640.00
SE ¼,	15	160.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	17	600.00
All,	19	641.04
N ½; N ½ of SW ¼,	21	400.00
All,	23	640.00
All,	25	640.00
E ½; W ½ of SW ¼,	27	400.00
All,	29	640.00
All,	31	642.04
All,	33	640.00
N ½; SW ¼; N ½ of SE ¼; SW ¼ of SE ¼,	35	600.00

Township 41, *Range* 4.

SW ¼ of NE ¼; SE ¼ of NW ¼; S ½,	1	400.00
N ½; N ½ of SW ¼; SW ¼ of SW ¼; SE ¼,	3	600.00
All,	5	640.00
All,	7	644.36
All,	9	640.00
NE ¼; E ½ of NW ¼; S ½,	11	560.00

JACKSON COUNTY—Continued.

Township 41, *Range* 4—*Continued.*

	Section	Acres
N ½ of N ½; Lots 1, 2, 3, 4,	13	263.72
N ½ of N ½; Lots 1, 2, 3, 4,	15	259.88
N ½ of N ½; Lots 1, 2, 3, 4,	17	256.12
Total, Jackson County,		441,791.15

KLAMATH COUNTY.

South of Base Line and East of Willamette Meridian.

Township 38, *Range* 5.

	Section	Acres
All,	1	648.00
All,	3	655.00
All,	9	640.00
N ½; W ½ of SW ¼; Lots 1, 2, 3, 4,	11	485.00
Lots 1, 2,	13	31.00
All,	15	640.00
All,	21	640.00
SW ¼ of NE ¼; S ½ of NW ¼; S ½; Lots 1, 2, 3, 4,	23	542.00
All,	25	640.00

Township 39, *Range* 5.

All,	1	641.00
All,	3	645.00
All,	11	640.00
All,	13	640.00
NE ¼ of NW ¼; SW ¼ of NW ¼; NW ¼ of SW ¼,	17	120.00
SW ¼ of SW ¼,	21	40.00
NW ¼,	29	160.00
N ½,	31	322.00
W ½ of SW ¼,	33	80.00

Township 40, *Range* 5.

W ½,	7	322.00
S ½,	23	320.00
All,	25	640.00

KLAMATH COUNTY—Continued.

Township 40, *Range* 5—*Continued.*

	Section	Acres
NE ¼ of N W¼; SE ¼ of SW ¼; S ½ of SE ¼; Lots 1, 2, 3, 4,	31	319.00
All,	35	640.00

Township 41, *Range* 5.

All,	1	641.00
All,	3	639.00
All,	5	642.00
All,	7	632.00
E ½,	11	320.00
Lots 1, 2,	13	31.00
Lots 1, 2, 3, 4,	15	93.00
Lots 1, 2, 3, 4,	17	87.00

Township 38, *Range* 6.

All,	5	642.00
All,	7	646.00
All,	9	640.00
All,	17	640.00
All,	19	641.00
W ½; W ½ of SE ¼,	21	400.00
S ½ of SW ¼,	27	80.00
All,	29	640.00
All,	33	640.00
NE ¼ of NE ¼; SE ¼ of NW ¼; S ½ of SW ¼; SE ¼,	35	320.00

KLAMATH COUNTY—Continued.

Township 39, *Range* 6.

	Section	Acres
All,	5	627.00
All,	7	647.00
W ½,	9	320.00
Lots 1 to 12, inclusive,	15	485.00
All,	17	646.00
E ½; E ½ of W ½; Lots 1, 2, 3, 4,	19	643.00
W ½,	21	320.00

Township 40, *Range* 6.

SW ¼; NW ¼ of SE ¼; Lots 3, 4, 5, 6, 7, 8,	1	385.00
S ½ of NW ¼; Lots 2, 3, 4,	3	187.00
SE ¼ of NE ¼; SW ¼ of NW ¼; Lots 3, 4,	5	152.00
All,	11	640.00
All,	13	606.00
All,	23	618.00
All,	27	639.00
All,	31	746.00
SE ¼ of NE ¼; E ½ of SE ¼,	33	120.00
All,	35	633.00

Township 41, *Range* 6.

All,	1	640.00
N ½ of NE ¼; SE ¼ of NE ¼; NW ¼; W ½ of SW ¼; NE ¼ of SE ¼; S ½ of SE ¼,	3	480.00
N ½; SW ¼; N ½ of SE ¼; SE ¼ of		

KLAMATH COUNTY—Continued.

Township 41, *Range* 6—*Continued.*

	Section	Acres
SE ¼,	5	600.00
NE ¼; N ½ of SE ¼; SW ¼ of SE ¼; Lots 2, 3, 4, 9, 10, 11, 12,	7	513.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; SE ¼,	9	440.00
W ½ of NE ¼; NW ¼; N ½ of SW ¼; NW ¼ of SE ¼; SW ¼ of SW ¼; S ½ of SE ¼,	11	480.00
Lots 1, 2, 3, 4,	13	194.00
Lots 1, 2, 3, 4,	15	181.00
Lots 1, 2, 3,	17	123.00

Township 40, *Range* 7.

All,	3	639.00
All,	5	634.00
N ½; NE ¼ of SW ¼; N ½ of SE ¼; SE ¼ of SE ¼,	7	476.00
All,	9	660.00
All,	11	641.00
NW ¼; S ½,	15	480.00
All,	17	644.00
All,	19	632.00
All,	21	642.00
W ½ of E ½; W ½,	23	480.00
All,	27	640.00
All,	29	640.00
All,	31	633.00

KLAMATH COUNTY—Continued.

Township 40, *Range* 7—*Continued.*

	Section	Acres
All,	33	640.00
W ½ of NE ¼; W ¼; NW ¼ of SE ¼,	35	448.00

Township 41, *Range* 7.

All,	3	642.00
All,	5	641.00
All,	7	643.00
N ½; E ½ of SW ¼; SE ¼,	9	560.00
NW ¼; N ½ of SW ¼,	11	240.00
N ½ of N ½; Lots 1, 2, 3, 4,	15	257.00
N ½ of N ½; Lots 1, 2, 3, 4,	17	224.00
Total, Klamath County,		43,015.00

WEST SIDE GRANT.

Act of May 4, A. D. 1870.

Of the Lands of said West Side Grant, 292.50 acres are situated in the State of Washington; with this exception all of said lands are situated in the State of Oregon.

The counties are arranged in the same order as in the case of the East Side Grant. Thus arranged, they appear in the following order. For convenience, the total number of acres in each county is here stated:

County	State	Acres
Clarke,	Washington,	292.50
Columbia,	Oregon,	17,678.83
Tillamook,	Oregon,	29,741.00
Washington,	Oregon,	15,480.00
Multnomah,	Oregon,	927.00
Yamhill,	Oregon,	1,563.11
	Total, West Side Grant,	65,682.44

CLARKE COUNTY, WASHINGTON.

North of Base Line and West of Willamette Meridian.

Township 2, *Range* 1.

	Section	Acres
Lot 1,	1	7.00

North of Base Line and East of Willamette Meridian.

Township 3, *Range* 1.

W ½ of SW ¼,	3	80.00
E ½ of NE ¼; NW ¼ of NE ¼,	21	120.00
Lot 1,	31	5.50
N ½ of SE ¼,	33	80.00
Total, Clarke County,		292.50

COLUMBIA COUNTY, OREGON.

North of Base Line and West of Willamette Meridian.

Township 3, Range 1.

	Section	Acres
Lot 2,	21	12.98

Township 4, Range 1.

Lots 6, 7,	17	54.90
Lot 8,	19	22.96

Township 3, Range 2.

N ½ of N ½; SW ¼ of NW ¼; N ½ of SW ¼; SW ¼ of SW ¼; NW ¼ of SE ¼,	3	362.58
All,	5	635.90
N ½; W ½ of SW ¼,	7	400.20
NE ¼; N ½ of NW ¼; SE ¼ of NW ¼; NE ¼ of SW ¼; N ½ of SE ¼,	9	400.00
NW ¼ of NE ¼; NE ¼ of NW ¼,	11	80.00
W ½ of S W¼,	15	80.00
E ½ of S W¼; NE ¼ of SE ¼,	17	120.00

Township 4, Range 2.

All,	7	612.96
N ½ of SE ¼; SE ¼ of NE ¼,	27	120.00
All,	29	640.00
All,	31	621.42
SE ¼ of NW ¼; NE ¼ of SW ¼; S ½ of SW ¼,	33	160.00

Township 5, Range 2.

All,	31	686.90

COLUMBIA COUNTY—Continued.

Township 3, *Range* 3.

	Section	Acres
All,	1	637.86
All,	11	640.00

Township 4, *Range* 3.

Lots 1, 2, 3, 4; S ½,	1	512.36
All,	3	660.81
All,	5	667.00
E ½,	7	320.00
All,	9	640.00
All,	11	640.00
All,	15	640.00
All,	17	640.00
E ½,	19	320.00
All,	21	640.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
E ½,	31	320.00
All,	33	640.00
All,	35	640.00

Township 5, *Range* 3.

E ½,	31	320.00
All,	33	640.00
All,	35	640.00

Total, Columbia County, 17,678.83

TILLAMOOK COUNTY, OREGON.

South of Base Line and West of Willamette Meridian.

	Section	Acres
Township 1, Range 6.		
NE ¼; S E¼ of NW ¼; S ½,	19	531.00
Township 2, Range 6.		
N ½ of SW ¼; SE ¼ of SW ¼; W ½ of SE ¼,	19	200.00
Township 3, Range 6.		
All,	7	667.00
All,	19	666.00
All,	31	665.00
Township 4, Range 6.		
All,	7	662.00
Township 1, Range 7.		
S ½ of SW ¼,	23	80.00
NE ¼; SE ¼ of NW ¼; N ½ of SE ¼,	25	280.00
E ½,	27	320.00
S ½ of SW ¼,	31	70.00
Township 3, Range 7.		
S ½,	5	320.00
All,	7	646.00
All,	9	682.00
All,	11	640.00
All,	13	640.00
All,	15	640.00
All,	17	640.00
All,	19	645.00

TILLAMOOK COUNTY—Continued.

Township 3, Range 7—Continued.

	Section	Acres
All,	21	660.00
All,	23	640.00
All,	25	640.00
All,	27	640.00
All,	29	640.00
All,	31	644.00
All,	33	640.00
All,	35	640.00

Township 4, Range 7.

All,	1	642.00
All,	3	644.00
All,	5	642.00
All,	7	641.00
All,	9	640.00
All,	11	640.00
All,	13	640.00
N ½; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼,	15	600.00
N ½ of N ½,	17	160.00

Township 1, Range 8.

Lot 3,	1	24.00
W ½ of W ½,	23	160.00
W ½ of NE ¼; SW ¼ of SW ¼; NW ¼ of SE ¼,	25	160.00
SW ¼ of NE ¼; SE ¼ of NW ¼; E ½ of SW ¼; W ½ of SE ¼,	27	240.00

TILLAMOOK COUNTY—Continued.

Township 2, *Range* 8.

	Section	Acr
W ½ of NW ¼,	13	80.
E ½ of SW ¼; S ½ of SE ¼,	21	160.
W ½ of W ½,	27	160.
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	33	600.

Township 3, *Range* 8.

SW ¼; S ½ of SE ¼,	1	240.
All,	3	650.
All,	9	640.
All,	11	640.
All,	13	640.
S ½ of NE ¼; NW ¼; S ½,	21	560.
All,	23	640.
All,	25	640.
All,	27	640.
All,	33	640.
All,	35	640.

Township 4, *Range* 8.

N ½ of N ½; SE ¼ of NE ¼; SW ¼ of SW ¼; SE ¼,	1	400.
N ½ of N ½; NE ¼ of SW ¼; S ½ of S ½,	3	360.
E ½; E ½ of W ½,	9	480.
All,	11	640.
N ½ of N ½,	13	160.
N ½ of N ½,	15	160.

Total, Tillamook County, 29,741.

WASHINGTON COUNTY, OREGON.

North of Base Line and West of Willamette Meridian.

Township 2, Range 2.

	Section	Acres
SE ¼ of SE ¼,	5	40.00
N ½ of NW ¼; SW ¼ of N W¼,	7	123.00
N ½ of SW ¼,	9	80.00
N ½ of NE ¼; NE ¼ of NW ¼,	19	120.00
SE ¼ of NE ¼; N ½ of SW ¼,	21	120.00
SW ¼ of NE ¼,	29	40.00

Township 3, Range 2.

E ½ of NE ¼; NW ¼ of NW ¼; S ½ of NW ¼; S ½,	19	520.00
All,	21	640.00
N ½; N ½ of SW ¼; SW ¼ of SW ¼; SE ¼,	29	600.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	31	601.00
SE ¼ of SE ¼,	33	40.00

Township 2, Range 3.

W ½ of NE ¼; NW ¼; N ½ of SW ¼; SE ¼ of SW ¼; SE ¼;	1	523.00
SW ¼ of NE ¼; NW ¼; NE ¼ of SW ¼; NW ¼ of SE ¼,	3	284.00
All,	5	662.00
W ½ of SW ¼,	9	80.00
NE ¼ of NE ¼; SW ¼ of NW ¼; SW ¼ of SW ¼,	11	120.00

WASHINGTON COUNTY—Continued.

Township 2, Range 3—Continued.

	Section	Acres
NE ¼ of NE ¼; NE ¼ of NW ¼; SE ¼ of SW ¼,	13	120.00
W ½ of NE ¼; SE ¼,	17	240.00
S ½ of NE ¼; N ½ of SE ¼,	21	160.00
SE ¼ of SE ¼,	23	40.00

Township 3, Range 3.

All,	3	639.00
All,	5	640.00
E ½,	7	320.00
All,	9	640.00
N ½; SW ¼; N ½ of SE ¼,	13	560.00
E ½ of NE ¼; N ½ of SW ¼,	15	160.00
NW ¼ of NE ¼; S ½ of NE ¼; NW ¼; S ½,	17	600.00
E ½,	19	320.00
E ½; N ½ of NW ¼; SW ¼ of NW ¼; E ½ of SW ¼,	21	520.00
N ½; N ½ of SW ¼; SW ¼ of SW ¼,	23	440.00
W ½; E ½ of SE ¼,	25	400.00
All,	27	640.00
E ½ of NE ¼; NW ¼; W ½ of SW ¼,	29	320.00
E ½,	31	320.00
NE ¼ of NE ¼; S ½ of NE ¼,	33	120.00
NE ¼; NE ¼ of NW ¼; S ½ of NW ¼; S ½,	35	600.00

WASHINGTON COUNTY—Continued.

South of Base Line and West of Willamette Meridian.

Township 1, *Range* 5.

	Section	Acres
W ½,	3	320.00
S ½ of NE ¼; N ½ of SE ¼,	5	160.00
E ½ of E ½; N ½ of SW ¼,	9	240.00
N ½ of NW ¼,	15	80.00
NE ¼; S ½,	19	482.00
All,	29	640.00
N ½ of NE ¼; W ½,	31	406.00

Township 1, *Range* 6.

E ½ of NE ¼; NE ¼ of SE ¼,	25	120.00
All,	29	640.00
Total, Washington County,		15,480.00

(None of the above described lands in Township 1 South, Range 5 West, have ever been patented, with the exception of those described as situated in Section 15; but all of said lands are listed in the annual tax return made by the defendant Oregon and California Railroad Company, and are therefore included in this schedule).

MULTNOMAH COUNTY, OREGON.

North of Base Line and West of Willamette Meridian.

Township 2, *Range* 2.

	Section	Acres
N ½ of NE ¼; W ½ of NW ¼,	3	167.00
SE ¼ of SW ¼,	15	40.00

Township 3, *Range* 2.

S ½ of NE ¼; N ½ of NW ¼; S ½ of SW ¼; SE ¼,	27	400.00
N ½,	35	320.00
Total, Multnomah County,		927.00

YAMHILL COUNTY, OREGON.

South of Base Line and West of Willamette Meridian.

Township 2, *Range* 6.

	Section	Acres
All,	21	642.47
E ½; NE ¼ of NW ¼,	29	360.00
NW ¼; W ½ of NE ¼,	33	240.00
Township 3, *Range* 6.		
N ½,	5	320.64
Total, Yamhill County,		1,563.11

Exhibit L

To his Excellency, the President, and Honorable Senate and House of Representatives of the United States of America:

Your memoralist, the legislative assembly of the State of Oregon, most respectfully represents:

That vast tracts of public lands within Oregon are claimed and held by the Oregon & California Railroad Company, as grantee in succession, under the acts of Congress of the United States of July 25, 1866, and April 10, 1869;

That said tracts are withdrawn from sale, whereby the development and material prosperity of the State is retarded;

That said railroad company, so claiming said lands, has not complied with the terms of said act of April 10, 1869, as to the terms of sale and the quantities of land to be sold;

That said conditions are claimed to inure only to the United States as grantor to the predecessor in alleged interest of said Oregon & California Railroad Company, and have not been complied with; therefore,

Your memorialist most respectfully asks that the Congress of the United States be and hereby is requested to enact such laws and take such steps by resolution, or otherwise, as may be necessary to compel said railroad

company to comply with the conditions of said grant, and to enact and declare some sufficient penalty for noncompliance therewith by way of forfeiture of the grant, or otherwise, as in the wisdom of Congress may seem best.

That the Senators and Representatives in Congress from the State of Oregon and all other land grant states be and they hereby are requested to use their utmost endeavor to procure the needed legislation in the above matter.

That this memorial be forwarded to the President and to Oregon Senators and Representatives in Congress.

Exhibit M

Schedule showing maps of survey and location filed in the office of the Secretary of the Interior of the United States.

East Side Line,—Act of July 25, 1866, *as amended*:

From East Portland via Salem, to Jefferson on the Santiam River, in Township 10 South, Range 3 West; filed October twenty-ninth, A. D. 1869.

From Jefferson on the Santiam River to the South line of Township 27 South, Range 6 West; filed March twenty-ninth, A. D. 1870.

From the South line of Township 27 South, Range 6 West, to a point in Section 30, Township 30 South, Range 5 West, filed March second, A. D. 1871.

From a point in Section 19, Township 27 South, Range 5 West, to the North line of Section 33, Township 34 South, Range 6 West; filed 1882, amending *pro tanto* prior maps filed.

From the North line of Section 33, Township 34 South, Range 6 West to the North line of Section 30, Township 40 South, Range 2 East; filed 1883.

From the North line of Section 30, Township 40 South, Range 2 East, to the Southern boundary line of the State of Oregon, in Section 13, Township 41 South, Range 1 East, connecting with the line of the California and Oregon Railroad Company; filed August twentieth, A. D. 1884.

West Side Line,—Act of May 4, 1870.

From Portland to Forest Grove, a distance of approximately twenty miles, and thence southerly a distance of approximately twenty-seven and one-half miles to a point on the Yamhill River near McMinnville; filed May twenty-ninth, A. D. 1871.

Exhibit N

Schedule showing construction of the several sections of the railroad and telegraph lines.

East Side Line,—Act of July 25, 1866, *as amended*:

The first section of twenty miles commencing at East Portland and extending to the mouth of Parrot Creek, constructed prior to the twenty-fourth day of December, A. D. 1869; examined by Commissioners appointed therefor and favorably reported on January nineteenth, A. D. 1870, and report approved and accepted January twenty-ninth, A. D. 1870;

The second, third and fourth sections commencing at the twentieth mile post and extending to the eightieth mile post constructed A. D. 1870, examined by commissioners appointed therefor and favorably reported, and report approved and accepted February twenty-eighth, A. D. 1871;

The fifth and sixth sections commencing at the eightieth mile post and extending to the one hundred and twentieth mile post, constructed A. D. 1871, examined by Commissioners appointed therefor and favorably reported, and report approved and accepted March eleventh, A. D. 1872;

The seventh, eighth and ninth sections beginning at a point in the northwest quarter of Section 23, Township 17 South, Range 4 West, and extending to a point near Roseburg in the southeast quarter of Section 24, Township 27 South, Range 6 West, a distance of 77.3668

miles, constructed A. D. 1872, examined by Commissioners appointed therefor and favorably reported July tenth, A. D. 1878, and report approved and accepted July eleventh, A. D. 1878;

The tenth section beginning at said point in the southeast quarter of Section 24, Township 27 South, Range 6 West, and extending to a point in Section 19, Township 31 South, Range 7 West, a distance of 45 miles, constructed A. D. 1881 and 1882, examined by Commissioners appointed therefor and favorably reported and report approved and accepted August twenty-ninth, A. D. 1883;

The eleventh section commencing at said point 45 miles southerly from Roseburg, and extending to a point one and one-quarter miles southerly from Ashland, a distance of 100 miles, constructed A. D. 1883, examined by Commissioners appointed therefor and favorably reported, and report approved and accepted January twenty-ninth, A. D. 1887;

The twelfth section commencing at said point one and one-quarter miles southerly from Ashland, and extending thence southerly a distance of 24.135 miles, and terminating on the boundary line between the States of Oregon and California, at a point in the south line of fractional Section 14, Township 41 South, Range 1 East, constructed A. D. 1887, examined by Commissioners appointed therefor and favorably reported, and report approved and accepted November eighth, A. D. 1889;

West Side Line,—Act of May 4, 1870:

The first section of twenty miles extending from the City of Portland to a point near the village of Forest Grove, constructed and completed A. D. 1871, examined by Commissioners appointed therefor and favorably reported during the month of January, A. D. 1872, and report approved and accepted February sixteenth, A. D. 1872;

The second section extending from the terminus of the section last described, southerly to a point on the Yamhill River near the village of McMinnville, a distance of approximately twenty-seven and one-half miles, constructed A. D. 1872, examined by Commissioners appointed therefor and favorably reported, and report approved and accepted June twenty-third, A. D. 1876.

Exhibit O

Schedule showing amount of land patented, compiled by years, separately stated as to each land grant.

East Side Grant, Act of July 25, A. D. 1866, as amended;

Year.	Acres.
1871	152,834.67
1872	69,061.63
1876	14,629.67
1877	86,622.71
1893	292,486.90
1894	382,852.95
1895	558,718.40
1896	709,769.99
1897	87,231.93
1898	70,014.02
1899	150,944.80
1900	42,841.33
1901	60,466.60
1902	36,166.20
1903	36,438.08
1904	39,239.08
1905	25,758.67
1906	20.00
Total,	2,765,597.13

West Side Grant, Act of May 4, 1870:

Year.	Acres.
1895	93,079.00
1896	32,288.24
1897	2,388.00
1898	72.75
1899	520.00
1903	270.14
Total,	128,618.13

East Side Grant,	2,765,597.13
West Side Grant,	128,618.13
Total both grants,	2,894,215.26

Exhibit P

Schedule of suits involving certain of said unsold lands, referred to in paragraph XX hereof.

The defendants in each of said suits are identical, to-wit: Oregon and California Railroad Company, Stephen T. Gage, and Union Trust Company, being also defendants herein. All of said suits are pending in The Circuit Court of the United States for the District of Oregon, and involve lands situated in the State of Oregon, excepting in the case of the suit of Roy W. Minkler, which last named suit is pending in The Circuit Court of the United States for the Western District of the State of Washington, and involves lands situated in the State of Washington. Townships and Ranges are designated with reference to the Willamette meridian and the base line thereof.

Suits affecting lands of the East Side Grant, Act of July 25, A. D. 1866, as amended:

Court No.	Complainant.	Instituted.	Lands Involved.
3289	Sidney Ben Smith,	April 7, 1908,	NE ¼ Section 27, Township 20 South, Range 1 West.
3290	Orrin J. Lawrence,	April 7, 1908,	NE ¼ Section 17, Township 20 South, Range 1 West.
3294	Robert G. Balderree,	April 10, 1908,	NW ¼ Section 35, Township 20 South, Range 1 West.

Court No.	Complainant.	Instituted.	Lands Involved.
3296	Oscar E. Smith,	April 16, 1908,	SE ¼ Section 27, Township 20 South, Range 1 West.
3298	Egbert C. Lake,	April 21, 1908,	NE ¼ Section 35, Township 20 South, Range 1 West.
3307	C. W. Sloat,	May 11, 1908,	SW ¼ Section 27, Township 20 South, Range 1 West.
3310	John H. Haggett,	May 13, 1908,	NW ¼ Section 11, Township 1 South, Range 5 East.
3311	Chas. W. Mead,	May 13, 1908,	SE ¼ Section 3, Township 1 South, Range 5 East.
3315	William Otterstrom,	May 22, 1908,	SW ¼ Section 11, Township 1 South, Range 5 East.
3316	Angus MacDonald,	May 22, 1908,	NE ¼ Section 15, Township 1 South, Range 5 East.
3317	John T. Moan,	May 22, 1908,	NW ¼ Section 15, Township 1 South, Range 5 East.
3321	Jesse F. Holbrook,	May 27, 1908,	SE ¼ Section 17, Township 20 South, Range 1 West.

Court No.	Complainant.	Instituted.	Lands Involved.
3327	Janes C. O'Neill,	June 12, 1908,	SE ¼ Section 5, Township 1 South, Range 6 East.
3331	Joseph D. Hadley,	June 18, 1908,	NE ¼ Section 7, Township 1 South, Range 6 East.
3332	Henry C. Ott,	June 18, 1908,	NW ¼ (or Lots 1 and 2, and E ½ of NW ¼) Section 7, Township 1 South, Range 6 East.
3333	Fred L. Freebing,	June 18, 1908,	NW ¼ (or Lots 3 and 4, and S ½ of NW ¼) Section 1, Township 1 South, Range 5 East.
3335	A. E. Haudenschield,	June 22, 1908,	SW ¼ Section 23, Township 20 South, Range 1 West.
3336	William Cain,	June 29, 1908,	NE ¼ (or fractional NE ¼, or Lots 1 and 2, and S ½ of NE ¼) Section 1, Township 1 South, Range 5 East.
3337	R. T. Aldrich,	July 3, 1908,	NE ¼ Section 13, Township 1 South, Range 5 East.

Court No.	Complainant.	Instituted.	Lands Involved.
3346	Alexander Fauske,	July 28, 1908,	W½ of NW¼ Section 21, Township 6 South, Range 2 East.
3347	S. H. Montgomery,	July 31, 1908,	SW ¼ Section 25, Township 20 South, Range 1 West.
3348	W. A. Noland,	July 31, 1908,	NW ¼ Section 25, Township 20 South, Range 1 West.
3349	F. M. Rhoades,	August 13, 1908,	W ½ of SE ¼ and E ½ of SW ¼ Section 27, Township 22 South, Range 6 West.
3350	Francis Wiest,	August 14, 1908,	SE ¼ Section 23, Township 4 South, Range 5 East.
3353	Cordelia Michael,	August 18, 1908,	NW ¼ Section 21, Township 4 South, Range 5 East.
3354	John B. Wiest,	August 18, 1908,	SW ¼ Section 23, Township 4 South, Range 5 East.
3355	Cyrus Wiest,	August 18, 1908,	NE ¼ Section 35, Township 4 South, Range 5 East.

Court No.	Complainant.	Instituted.	Lands Involved.
3356	John Wiest,	August 18, 1908,	NW ¼ Section 23, Township 4 South, Range 5 East.
3357	Thomas Manley Hill,	Aug 18, 1908,	SW ¼ Section 21, Township 4 South, Range 5 East.
3358	C. P. Wells,	August 18, 1908,	NE ¼ Section 31, Township 7 South, Range 7 West.
3359	I. H. Ingram,	August 18, 1908,	NW ¼ of SW ¼; S ½ of S W¼; and SW ¼ of SE ¼, Section 31, Township 7 South, Range 7 West.
3360	Otto Nelson,	August 18, 1908,	SE ¼ Section 21, Township 4 South, Range 5 East.
3361	L. G. Reeves,	August 18, 1908,	NE ¼ of SW ¼; N ½ of SE ¼; and SE ¼ of SE ¼, Section 31, Township 7 South, Range 7 West.
3362	W. W. Wells,	August 18, 1908,	NW ¼ Section 31, Township 7 South, Range 7 West.

Court No.	Complainant.	Instituted.	Lands Involved.
3363	Marvin Martin,	August 19, 1908,	NE ¼ Section 3, Township 15 South, Range 2 West.
3364	Jasper L. Hewitt,	August 21, 1908,	E ½ of NW ¼, Section 25, Township 3 South, Range 4 East.
3366	B. L. Porter,	August 22, 1908,	NE ¼ Section 27, Township 4 South, Range 5 East.
3367	Frank Wells,	August 22, 1908,	W ½ of SE ¼ and E ½ of SW ¼ Section 17, Township 4 South, Range 5 East.

Suits Affecting Lands of the West Side Grant, Act of May 4, 1870.

Court No.	Complainant.	Instituted.	Lands Involved.
3184	John L. Snyder,	September 16, 1907,	SE ¼ Section 17, Township 4 North, Range 3 West.
3215	Julius F. Prahl,	November 14, 1907,	SW ¼ Section 17, Township 4 North, Range 3 West.
3221	Albert E. Thompson,	November 27, 1907,	SE ¼ Section 27, Township 4 North, Range 3 West.

Court No.	Complainant.	Instituted.	Lands Involved.
3222	James Barr,	November 27, 1907,	E ½ of NE ¼ and E ½ of SE ¼, Section 9, Township 4 North, Range 3 West.
3223	Fred Witte,	December 2, 1907,	SW ¼ Section 25, Township 4 North, Range 3 West.
3243	W. A. Anderson,	January 21, 1908,	SW ¼ Section 5, Township 4 North, Range 3 West.
3244	W. H. Anderson,	January 21, 1908,	NE ¼ Section 5, Township 4 North, Range 3 West.
3245	O. M. Anderson,	January 21, 1908,	NW ¼ Section 5, Township 4 North, Range 3 West.
3254	F. E. Williams,	January 30, 1908,	NW ¼ Section 21, Township 4 North, Range 3 West.
3255	Paul Birkenfeld,	January 30, 1908,	SE ¼ Section 15, Township 4 North, Range 3 West.
3257	J. H. Lewis,	February 6, 1908,	W ½ of NE ¼ and W ½ of SE ¼ Section 9, Township 4 North, Range 3 West.

Court No.	Complainant.	Instituted.	Lands Involved.
3273	Francis S. Wiser,	March 23, 1908,	NW ¼ Section 27, Township 4 North, Range 3 West.
3261	W. E. Anderson,	March 4, 1908,	SE ¼ Section 5, Township 4 North, Range 3 West.
3274	Albert Arms,	March 23, 1908,	NE ¼ Section 35, Township 4 North, Range 3 West.
3275	Joseph A. Maxwell,	March 23, 1908,	NE ¼ Section 27, Township 4 North, Range 3 West.
3282	Isaac McKay,	March 30, 1908,	SE ¼ Section 21, Township 4 North, Range 3 West.
3306	J. R. Peterson,	May 7, 1908,	NE ¼ Section 21, Township 4 North, Range 3 West.
3312	D. MacLafferty,	May 18, 1908,	NE ¼ Section 25, Township 4 North, Range 3 West.
3313	Edgar MacLafferty,	May 18, 1908,	SE ¼ Section 25, Township 4 North, Range 3 West.
3322	V. V. McAboy,	June 1, 1908,	NE ¼ Section 7, Township 4 North, Range 3 West.

Court No.	Complainant.	Instituted.	Lands Involved.
3323	George C. MacLafferty,	June 2, 1908,	NW ¼ Section 25, Township 4 North, Range 3 West.
3326	George Edgar MacLafferty,	June 8, 1908,	NE ¼ Section 1, Township 3 North, Range 3 West.
3329	E. L. MacLafferty,	June 17, 1908,	NW ¼ Section 1, Township 3 North, Range 3 West.
3330	B. N. MacLafferty,	June 17, 1908,	SE ¼ Section 1, Township 3 North, Range 3 West.
3338	Enos M. Fluhrer,	July 15, 1908,	SE ¼ Section 31, Township 5 North, Range 2 West.
3351	F. W. Floeter,	August 17, 1908,	NE ¼ Section 19, Township 4 North, Range 3 West.
3369	S. Shryock,	August 24, 1908,	SW ¼ Section 21, Township 4 North, Range 3 West.

WASHINGTON (WESTERN DISTRICT).

1370	Roy W. Minkler,	May 14, 1908,	N ½ of SE ¼ Section 33, Township 3 North, Range 1 East.

UNITED STATES OF AMERICA,
District of Oregon, } ss.

On this fourth day of September, A. D. 1908, before me personally appeared the above named B. D. Townsend, who, being duly sworn, deposes and says that for more than one year last past he has been, and now is, the duly appointed, qualified and acting Special Assistant United States Attorney for the District of Oregon; that as such Special Assistant United States Attorney, and under the direction and authority of the Attorney-General of the United States, he personally conducted the investigation of the subject of the foregoing bill of complaint, mentioned in paragraph XIII thereof, and subscribed the foregoing bill of complaint; that he has read the foregoing bill of complaint and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters he believes it to be true.

B. D. TOWNSEND.

Subscribed and sworn to before me this fourth day of September, A. D. 1908.

J. W. MARSH,

(Seal). Deputy Clerk United States Circuit Court.

(Endorsed)

BILL OF COMPLAINT

Filed Sept. 4, 1908

G. H. MARSH, Clerk

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